

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-04-D-4026	2. DELIVERY ORDER NO. NW0206	3. EFFECTIVE DATE ORIG 11/01/2005 MOD 01/11/2008	4. PURCHASE REQUEST NO. N00244-08-MR-63320
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5. ISSUED BY FISC, San Diego, Regional Contracts Department 937 North Harbor Drive, Suite 60 San Diego CA 92132	CODE N00244	6. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A
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7. CONTRACTOR CACI Technologies, Inc. 14151 Park Meadow Drive Chantilly VA 20151	CODE 8D014	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)
			SET ASIDE TYPE
			10. MAJOR 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
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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.
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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.

CACI Technologies, Inc.	Barbara S. Wilber	Contracts Manager	
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: ROBERT B LINK	01/11/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL \$2,402,161.00
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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		

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## **GENERAL INFORMATION**

The purpose of this modification is to correct Contract sub line item (SLIN) 3001 funding LOA (ACRN AC applies).

Corrected funding information is provided in Section G.

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 \$2402160.00 to \$2402160.00.

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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
1000	Management, Engineering and Technical Support Services for the Aviation Cost Evaluation System (ACES)					\$1,757,669.00
1000AA	Base Year ACES Services Off-Site (O&MN,N)	1.0	LH			\$864,334.00
1000AB	Option Year 1 ACES Services Off-Site (O&MN,N)	1.0	Lot			\$893,335.00
1001	Extended contract performance ACES OFF-SITE (O&MN,N)	1.0	Lot			\$616,869.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000				\$7,622.00
3000AA	Base Year Travel NTE \$3,755 (O&MN,N)	1.0	Lot	\$3,755.00
3000AB	Option Year 1 Travel NTE \$3,867 (O&MN,N)	1.0	Lot	\$3,867.00
3001	Extended contract performance ACES OFF-SITE (O&MN,N)	1.0	Lot	\$20,001.00

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of [redacted] of direct labor for the Base Year and [redacted] of direct labor for the Option Year 1. The estimated composition of the [redacted] of direct labor can be found in the chart below.

Contract Labor Category	Base Estimated Hours	Option Year 1 Estimated Hours
Program Manager	[redacted]	[redacted]
Technical Lead	[redacted]	[redacted]
Programmer Lead	[redacted]	[redacted]
Programmer	[redacted]	[redacted]

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Junior Analyst [REDACTED] [REDACTED]  
Total [REDACTED] [REDACTED]

Extended FY08 Period of Performance (10/1/2007 - 12/31/2007) Estimated Hours:

Program Manager - [REDACTED]  
Technical Lead [REDACTED]  
Programmer Lead - [REDACTED]  
Programmer - [REDACTED]  
Junior Analyst - [REDACTED]

Extended FY08 Period of Performance (1/1/2008- 3/31/2008) Estimated Hours:

Program Manager - [REDACTED]  
Technical Lead [REDACTED]  
Programmer Lead - [REDACTED]  
Programmer - [REDACTED]  
Junior Analyst - [REDACTED]

Offerors are to propose on the labor categories and hour estimates provided as the level of Effort. Offerors who propose other than what is specified will not be further considered for award.

Small Business Subcontracting Plans are required for all large businesses submitting proposals in accordance with FAR 52.21909 Alt II SMALL BUSINESS SUBCONTRACTING PLAN (Jan 2002) ALTERNATE II. The Small Business Subcontracting Plan must be included with proposal submission.

N00244B010 FEE ADJUSTMENT DUE TO VARIATIONS IN THE LEVEL OF EFFORT AND PAYMENT OF FEE (AUG 1992) (FISC SAN DIEGO)

This contract requires performance by the Contractor for the period of 01 November 2005 through 31 October 2006 and for 1 option period, if exercised. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties.

The total number of hours of direct labor (including overtime and subcontract hours, but excluding holiday, sick leave, vacation and other excused absence hours) anticipated to be expended hereunder is estimated to be [REDACTED] hours annually, which quantity, as set forth herein or as expressly changed by formal modification hereto, is hereinafter referred to as the "estimated total hours."

If, at any time during a performance period of this contract, the number of direct hours utilized under this contract exceeds 85% of the estimated total hours, or if the total number of estimated hours required under delivery orders issued hereunder exceeds the estimated total hours, the contractor shall immediately notify the Contracting Officer of such circumstances.

The estimated cost and fixed fee are based on the estimated total hours. If the Contracting Officer determines that a quantity of hours greater than the estimated total hours is required, the fee may be adjusted by negotiated agreement. In the event that less than the estimated total hours established for the performance period are utilized, the fee shall be proportionately reduced to reflect the reduction in work. The Government shall make payment, on account of the fixed fee, at the rate of [REDACTED] for the Base Year and [REDACTED] for Option Year 1) per direct labor hour invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216-8) for the related period, subject to the withholding provisions of paragraph (b) of said clause. If delivery orders are issued under this contract, the total of all such payments shall not exceed 85 percent of the fixed fee specified under each delivery order. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee shall be repaid by the Contractor or otherwise credited to the Government, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clause as incorporated herein shall apply to each individual delivery order issued hereunder.

N00244B011 LEVEL OF EFFORT – OPTION PERIOD (AUG 1988) (FISC SAN DIEGO)

The terms of the above provision entitled "Fee Adjustments Due to Variations in the Level of Effort" shall apply to the option period.

Any unused level of effort (direct labor hours) or estimated cost from one contract year is not transferable or available for use in a subsequent (option) year.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

COMNAVAIRPAC / COMNAVAIRLANT

MANAGEMENT, ENGINEERING AND TECHNICAL SUPPORT SERVICES

FOR THE

AVIATION COST EVALUATION SYSTEM (ACES) - OFF SITE

PERFORMANCE-BASED STATEMENT OF WORK

1.0 General.

1.1 Organization to be supported:

Commander, Naval Air Forces, U.S. Pacific Fleet

[REDACTED]

Quenton Roosevelt Blvd. Bldg 11

San Diego, CA 92135

[REDACTED]

Work is to be accomplished for:

Commander, Naval Air Forces Pacific Fleet, the Commander, Naval Air Forces Atlantic Fleet, the Commander, Marine Forces Pacific (COMMARFORPAC), and the Commander, Marine Forces Atlantic (COMMARFORLANT) through Contract number TBD.

The Contractor shall be responsible for complying with all applicable Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulations (DFAR).

1.2 Scope:

This is a Performance-Based Cost Plus Fixed Fee requirement.

This Statement of Work provides for enterprise-wide Contractor support to COMNAVAIRPAC , COMNAVAIRLANT, COMMARFORPAC, and the COMMARFORLANT for Management, Engineering, and Technical Support Services associated with the Aviation Cost Evaluation System (ACES), including subordinate programs such as the Financial Resources Management System (FRMS), Execution Manager (XMAN), SPAWAR's Aviation Store Keeper Information Tracking (ASKIT) support, any other requested subordinate program modules, and such other applications as directed by the Contracting Officer or Contracting Officer's Representative (COR).

1.3 Project Objective and Background:

1.3.1 Objective:

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The objective of this task order is to provide continuing Management, Engineering and Technical Support Services for COMNAVIAIRPAC, COMNAVIAIRLANT, COMMARFORPAC and COMMARFORLANT for the Aviation Cost Evaluation System (ACES), all related sub-systems, and other applications as directed by the Contracting Officer or Contracting Officer's Technical Representative.

### 1.3.2 Background:

The Commander, Naval Air Forces Pacific Fleet (COMNAVIAIRPAC), the Commander, Naval Air Forces Atlantic Fleet (COMNAVIAIRLANT), the Commander, Marine Forces Pacific (COMMARFORPAC), and the Commander, Marine Forces Atlantic (COMMARFORLANT) manage, budget and allocate funding for the operation and maintenance of Pacific and Atlantic Fleet aircraft, carriers, bases, Marine Aviation Logistics Squadrons (MALS), and other support infrastructure. In order to provide efficient management of the Operations and Maintenance Management resources allocated to Fleet Forces, a cost reporting application and database system, ACES, provides appropriate cost tracking and budgeting of maintenance and operating costs, as well as other Naval Aviation related costs to COMNAVIAIRPAC, COMNAVIAIRLANT, COMMARFORPAC, and COMMARFORLANT programs. ACES is essential for the effective management of the Flying Hour Program (FHP) and for all up-line reporting requirements for the Aviation Type Commander staff, subordinate commands and higher authorities. Pursuant to DoD and U.S. Navy directives, COMNAVIAIRPAC, COMNAVIAIRLANT, COMMARFORPAC, and COMMARFORLANT have re-engineered ACES to be NMCI-compliant.

### 2.0 Definition.

#### Best Effort:

That effort expended by the Contractor to perform within the awarded ceiling price all work specified in this task order and any other obligations under this task order and the basic contract vehicle. This effort includes providing required qualified personnel, properly supervised, and following industry accepted methodologies and other practices. The effort is further characterized by endeavoring to use effective and efficient methods, and demonstrating sound cost control. The effort must be identical to the effort that would be expended if this were a firm-fixed price task order and the Contractor's profits were dependent upon reducing costs while meeting the Government's requirements in terms of quality and schedule.

### 3.0 Task / Work to Be Performed.

The following sections outline the specific task order requirements, performance indicators, associated standards, and Government quality assurance methods.

#### 3.1 Task Order Description:

The Contractor shall support the existing Aviation Cost Evaluation System (ACES) in its current client/server form and re-engineer, revise and enhance the system through approved changes to support new/modified up-line reporting requirements including Web conversion maintenance. The Contractor shall continue the analysis of the existing system started under previous task orders, and make recommendations for further enhancements and for improving cost efficiency and effectiveness of operations. Tasks planned include the implementation of approved enhancements, data analysis, documentation, and training of operator and management personnel. In addition to ACES, all ACES-related sub-systems including the Financial Resources Management System (FRMS), Execution Manager (XMAN), SPAWAR's Aviation Store Keeper Information Tracking (ASKIT) support, any other requested subordinate program modules, and other applications as directed will be supported in the same manner.

#### 3.2 Technical Requirements.

The Contractor shall:

3.2.1 Conduct engineering studies of the Aviation Cost Evaluation System to determine if all agreed functional requirements are being met. At a minimum studies will pertain to: (1) Analysis of program cost reporting methods; (2) Analysis of databases used by or available to COMNAVIAIRPAC, COMNAVIAIRLANT, COMMARFORPAC, and/or

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COMMARFORLANT; (3) Analysis regarding projection of program operations and maintenance costs for budget purposes and for allocation of funding to COMNAVIAIRPAC, COMNAVIAIRLANT, COMMARFORPAC, and /or COMMARFORLANT subordinate commands; (4) Analysis of tracking and evaluation of historical program operations and maintenance costs for use in projection and comparison to budget documents; and (5) Studies designed to improve business practices, as well as conducting analyses needed to improve the efficiency of maintenance and logistics activities and systems performance.

3.2.2 Based upon analysis and studies conducted above, evaluate advanced methods to collect, store, and access technical data required in support of operational systems and business practices.

3.2.3 Provide analysis of new budget documents throughout the budget cycle, develop and implement process revisions and reports for budget analysis, and provide training to COMNAVIAIRPAC, COMNAVIAIRLANT, COMMARFORPAC and COMMARFORLANT personnel in current and revised processes.

3.2.4 Provide analysis of management information necessary to support reliable and predictable projections of aircraft operations and maintenance expenditures, develop and implement process revisions for current systems to accurately explain and project the cost of aircraft operations and maintenance, and provide training to COMNAVIAIRPAC, COMNAVIAIRLANT, COMMARFORPAC and COMMARFORLANT personnel in revised processes.

3.2.5 Provide analysis of aircraft maintenance tracking and evaluation. Develop and implement data collection and storage methods to support tracking and evaluating costs associated with aircraft maintenance.

3.2.6 Evaluate training requirements for personnel in the use of both the Windows client / server-based ACES application and the enhanced Web-enabled ACES application including the Financial Resources Management System (FRMS), Execution Manager (XMAN), SPAWAR's Aviation Store Keeper Information Tracking (ASKIT) support, and any other requested subordinate program modules. Provide training support to include the development of training plans, syllabus, training aids, and trainee selection, and conduct classroom and on-the-job training for system supervisors, operators and management as requested.

3.2.7 Upgrade the development databases to Oracle 9i, apply all relevant security patches and evaluate further database upgrades as deemed necessary by both client and industry standards.

3.3 Implement workflow business processes to include the following:

3.3.1 Aviation Cost Evaluation System (Web-Enabled)

3.3.1.1 Plan Flight Hour Module

- Develop, implement and maintain a Plan Flight Hour module within ACES to allow for the input / import and update capability of aircraft planned flight hours. This module will give users with appropriate access the ability to manage the planned flight hours for any unit and associated Type / Model / Series (T/M/S) aircraft.

- Develop and modify existing reports related to planned flight hours and its hours tracking process. These reports will give users the ability to compare planned, required (budgeted), and executed hours across all T/M/S aircraft.

3.3.1.2 ACES Web Conversion

- Continue converting all referential data setup modules within ACES to the enhanced web-based format. These modules allow for users to create, maintain, and update referential data within ACES.

- Convert the Batch Reporter and Resource Authorization modules within ACES to the web-based format.

3.3.1.3 User Requested ACES Additions / Enhancements

- Develop, implement, and maintain a Unit Hierarchy Setup module within ACES. This module will allow for users to create, maintain and update unit hierarchy relationships in support of various ACES reports.

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- Develop, implement, and maintain requested ACES report additions from COMMARFORPAC and their subordinate command, the 3rd Marine Aircraft Wing (3rd MAW) Comptroller.

- Develop, implement, and maintain requested ACES report additions from COMNAVAIRPAC and COMNAVAIRLANT Operations Department. Specific report additions will address the change in Staff hours reporting both from OPNAV and to OPNAV. New reports based on Special Programs will capture Staff hours and report them in a “Staff Hours Report”, “PMR Tracking Report”, and a “Staff Hour Comparison Report”.

- Develop, implement, and maintain a process in ACES that will allow for the separation of activated Reserve squadron costs and hours (Cost of War (COW)) from the non-Reserve squadrons. This functionality is requested specifically from COMNAVAIRLANT and COMMARFORLANT.

- Develop, implement, and maintain a requested ACES report from COMNAVAIRLANT that displays monthly costs by T/M/S across the entire fiscal year. The report should have the groupings similar to the Official Flying Hour Cost Report (FHCR) and monthly values similar to the Flight Hour Tracking Report.

- Develop, implement, and maintain a requested ACES report from COMNAVAIRLANT that will display monthly and cumulative year-to-date Reimbursable costs by Station / Org Code and Type Equipment Code (TEC).

### 3.3.2 Execution Manager

- Develop, implement and maintain requested Execution Manager (XMAN) enhancements to include additional functionality and reporting capabilities as requested by COMNAVAIRPAC.

### 3.3.3 Aviation Store Keeper Information Tracking (ASKIT) Support / Commander Naval Air Forces (CNAF) Web Support

- Provide both technical and functional development, implementation and maintenance support to Space and Naval Warfare Center (SPAWAR) Point Loma, ASKIT development team with regards to assisting them in the conversion of their ASKIT application to the web as a subordinate module within ACES.

- Provide training and on-site support as needed for the development, testing and release of the ASKIT web application including remote database administration and development support.

- Provide both technical and functional development, implementation and maintenance support to the CNAF Comptroller with regards to assisting them with the development of a web-enabled type interface for their data.

### 3.3.4 ACE Reporter Web Site

- The ACE Reporter Web site shall be upgraded to use the latest report formats and Oracle database version technology as deemed necessary by both client and industry standards and using ASP.Net to respond to new requirements or enhancements.

- Provide adequate server hardware to host the Oracle 8i based ACE Reporter database to accommodate at least 50 concurrent users and be able to grow as needed.

- Provide both system and database administration on the ACE Reporter server at the contractor’s location to include backups and restores, adding and deleting users, and managing access privileges.

- Provide the updating of contact information as needed.

- Provide discussion groups and threads as required.

- Provide online web-based training for ACES users.

- Maintain three fiscal years worth of historical data at any time available to all authenticated users.

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- Upgrade the database to Oracle 9i, apply all relevant security patches and evaluate further database upgrades as deemed necessary by both client and industry standards.

### 3.3.5 Future Naval Air Force Comptroller System Subordinate Modules

#### 3.3.5.1 Comptroller Business Practice Analysis

- Initiate a study to research the current budget management process and create a fund flow diagram that identifies the movement of money through each funding phase. Identify how one phase relates to and/or affects the next phase, the analyst performing each function within a phase and how that function relates to and/or affects other phases or functions.

- The goal of this study is to: (1) Identify and eliminate any repetitive or redundant work being performed by the analysts, (2) Create user-friendly application modules with automated procedures to help simplify the budget management process while providing an effective means of assisting the budget analysts to manage their respective programs, and (3) Accurately capture and depict the entire financial climate for Comptroller Management Staff.

- The Contractor shall provide a report summarizing the findings of the study and present options to automate and improve the current process as well as provide recommendations for the customized application modules needed to implement each option. In some instances, the data may already be available from alternate sources and may just require an electronic import application to warehouse the alternative source data.

- After reviewing the study, options and recommendations, the client or the client's representative will determine whether or not to continue with the development of customized application modules and/or the importing of alternative source data.

#### 3.3.5.2 Visual Representation (Comptroller Summary Reporting Module)

- The Contractor shall develop, implement and maintain a Comptroller Summary Reporting Module that will enable management to see a snapshot of the entire program through pre-defined graphs, charts and summaries. This will serve as a high-level single data repository providing immediate confirmation of the most accurate data from each analyst. Data will be captured from ACES and all subordinate modules (including existing modules, future enhancement modules, and possible alternative source data).

#### 3.3.5.3 Controls (Dash One Management Module)

- The Contractor shall develop, implement and maintain a module that will allow the users to create, maintain and update NC2168-1 forms and information including incoming expense limitation data and outgoing operating budget data. This module shall have the ability to: (1) Capture and approve the NC2168-1 submissions from each budget analyst, (2) Generate the NC2168-1 forms automatically using the approved submissions, (3) Calculate and transfer funding between internal programs, and (4) Include any information or functionality deemed necessary by the Contracting Officer or Contracting Officer's Technical Representative.

#### 3.3.5.4 Distribution (Grant Management Module)

Initial Distribution / Grant Management Module Requirements:

§ The Contractor shall develop, implement and maintain a module that will allow the users to create, maintain and update grant distribution data. This module shall have the ability to: (1) Distribute and re-distribute funding to individual units and their subordinates, (2) Automatically prepare a grant message using a predefined text format citing the specified funding changes, (3) Submit NC2168-1 input for approval, (4) Separately calculate reimbursable and/or multiple miscellaneous adjustments necessary to alter the bottom-line controls requested by a budget analyst, (5) Allow each analyst to confirm their data periodically so that management will be able to determine how accurate the information is, (6) Allow the budget analyst to approve the grants and have them automatically post directly into the ASKIT database; and (7) Send e-mail notifications to Wing Comptrollers and allow them to log on to the website to re-distribute their grant to their subordinate units, and (8) Any information or functionality deemed necessary by the Contracting Officer or Contracting Officer's Technical Representative.

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### 3.3.5.5 Phasing Plan (Requirement Management Module)

· The Contractor shall develop, implement and maintain a module that will allow the users to create, maintain and update phasing plan requirements including, but not limited to: (1) Starting plan, (2) Baseline phasing plan, (3) Cost Of War (COW) phasing plan, and (4) Total phasing plan. This module shall also incorporate: (5) An automated process that will allow the user to “reconcile” each quarter in their plan with their controls and/or distribution for that corresponding quarter, (6) The ability for each analyst to confirm their data periodically so management will be able to determine how accurate the information is, and (7) Any information or functionality deemed necessary by the Contracting Officer or Contracting Officer’s Technical Representative.

### 3.3.5.6 Maintenance Data Incorporation

· Initiate a study to research how detailed maintenance transactions could be incorporated into ACES thus providing transactional maintenance listings, trends and reports to further assist with Flying Hour Program analysis.

### 3.3.6 Other Support

· Provide on-site functional, technical and management assistance and support within 24 hours of telephone or written request (to include facsimiles and e-mail) made by the designated Contracting Officer or Contracting Officer’s Technical Representative or ACES program related users.

### 3.4 Contractor Experience Requirements

The technical requirements of this task require a broad range and depth of knowledge and skills covering primarily database and front end application development, Oracle 8i/9i, MS Visual Basic, C++, MS ASP.Net and Crystal Reports 10. Additional management requirements include an in-depth knowledge of the existing ACES application, Web-based support modules (XMAN), ad-hoc reporting and analysis tools, and the Navy Flying Hour Program (including budget, execution and plan).

### 3.5 Deliverables / Deliverables Schedule

In fulfillment of this effort, the Contractor shall provide the following deliverables. All deliverables shall be submitted to the COR, unless otherwise agreed upon. Some deliverables have additional evaluation methods listed and additional acceptance criteria listed beyond those of Section 3.6 below.

#### 3.5.1 Produce a Monthly Status Report / Financial Report.

The Contractor shall document the efforts performed in the completion of each task in a detailed Monthly Status Report due on or before the 10th of each month. The status report shall include, at a minimum:

##### 3.5.1.1 Monthly Status Report

It is expected that this will include, but not be limited to:

- Program status, to include objectives met, work completed and work outstanding
- Notable achievements
- Issues or obstacles impeding progress and recommended solutions
- Status of deliverables/milestones
- Issues and resolutions
- Resource planning/status

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- Topics or issues identified by the Government COR with Contractor comment and/or mitigation plans
- Description of work completed and plans for next month
- Summaries of the efforts expended on each primary task in the Government SOW

### 3.5.1.2 Monthly Financial Report

Reporting requirements for the financial reports will be outlined at the initial kick-off meeting. It is expected that these will include, but not be limited to:

- Budgeted total and budgeted monthly hours
- Actual hours expended for the reporting period including breakdown by labor category and name
- Actual hours expended to date by task including breakdown by labor category and name – include task totals and task order total
- Actual costs to date and for the reporting period (based on actual hours)
- Estimated Cost to Completion
- Estimated Cost at Completion
- Task/cost variances (for >10% variance include explanation/analysis)
- ODC progress/costs

### 3.5.2 Engineering studies of functional requirements of ACES.

Additional Acceptance Criteria: Report will be evaluated on ease of understanding, thoroughness of analysis of functional requirements, inclusion of Government feedback, inclusion of alternate solutions, and overall professional appearance.

### 3.5.3 Analysis of advanced web system methodologies and improved business practices for ACES and all related sub-systems.

Additional Acceptance Criteria: Report will be evaluated on ease of understanding, feasibility of recommendations, inclusion of planning and positioning for future possible requirements, projected costs and overall professional appearance.

### 3.5.4 Analysis of new budget documents and applicable training session for users.

Additional Acceptance Criteria: Thorough review of new budget documents and their processes with required documentation or documentation changes and user training.

Additional Method of Evaluation: User feedback on training.

### 3.5.5 Analysis of existing or new management information necessary to produce reliable and predictable projections/forecasts of aircraft operations and maintenance costs.

Additional Acceptance Criteria: Report will be evaluated on ease of understanding, thorough analysis of costs, inclusion of Government feedback, inclusion of alternate solutions, and overall professional appearance.

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3.5.6 Analysis of tracking and evaluating aircraft maintenance contract costs.

Additional Acceptance Criteria: Report will be evaluated on ease of understanding, feasibility of recommendations, inclusion of planning and positioning for future possible requirements, and overall professional appearance.

3.5.7 ACES training plans, syllabi, training aids, and user training.

Additional Method of Evaluation: User feedback on training.

3.5.8 Implement workflow improvement via revised business processes as described in Sections 3.2.1 through 3.2.7 or as a result of analysis performed in Sections 3.3.1 through 3.3.6.

Acceptance Criteria: Meeting the criteria defined by the approved workflow business improvement process plan.

Additional Method of Evaluation: Government will test and review the new systems and processes.

3.5.9 Documentation of changes required to meet new/modified up-line reporting requirements or any agreed upon functionality.

3.5.10 On-site assistance within 24 hours.

Acceptance Criteria: Meets response time 95% of the time.

Method of Evaluation: Government will record request and response time and review on a periodic basis.

### 3.6 Deliverables Inspection and Acceptance Criteria

Unless otherwise specified, the Government will have a maximum of ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the contractor, and/or approve or disapprove the deliverable(s). The Contractor will also have a maximum of ten (10) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified herein are intended to be workdays unless otherwise specified.

The COR will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the COR will not relieve the Contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by COR. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR or designee.

### 3.7 General Deliverables Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this statement of work.

- Accuracy Work Products shall be accurate in presentation, technical content and adhere to accepted elements of style.

- Clarity Work Products shall be clear, concise and 99% free of grammar and spelling errors. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.

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- Consistency to Requirements All work products must satisfy the requirements of this statement of work.
- File Editing All text and diagrammatic files shall be editable by the Government.
- Format - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- Timeliness Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date as determined by the Government.

#### 4.0 Other Information.

##### 4.1 Place of Performance:

The place of performance for this task will be primarily at the contractor's site. Performance will also be required at COMNAVIAIRPAC, COMNAVIAIRLANT, COMMARFORPAC and COMMARFORLANT and may be required at COMNAVIAIRPAC subordinate sites in the Pacific Fleet (to include COMMARFORPAC) and COMNAVIAIRLANT subordinate sites in the Atlantic Fleet (to include COMMARFORLANT).

##### 4.2 Period of Performance:

The period of performance will consist of base year, plus 1 option year, one extended period as follows:

Base Year: 01 November 2005 – 31 October 2006

Option Year I: 01 November 2006 – 31 October 2007

Extended Period: 01 October 2007 - 31 December 2007 (overlap permits accelerated performance in Option Year I.)

All terms and conditions applicable to the base period shall extend to the options unless otherwise agreed upon.

##### 4.3 Travel:

All travel associated with this task order shall have the prior written approval of the Contracting Officer or Contracting Officer's designated representative. Travel will be charged at actual lodging expenses; meals and incidental expenses will be charged at per diem rates limited by the Joint Travel Regulations (JTR). Anticipated travel includes but is not limited to:

4.3.1 A minimum of two (2) round trips each year from San Diego, CA to Norfolk, VA for one (1) person for approximately five (5) days each trip. Each trip is expected to provide functional and technical assistance, coordination, and training for the base year and one year option periods.

4.3.2 A minimum of two (2) round trip each year from San Diego, CA to Honolulu, HI for one (1) person for approximately five (5) days each trip. Each trip is expected to provide functional and technical assistance, coordination, and training for the base year and one year option periods.

4.3.3 Travel required during extended period of performance required to complete functional and technical assistance and transition.

##### 4.4 Special Provisions:

All documentation, software enhancements, programming code, specifications, and unique procedures developed during the performance period will become the property of the Government.

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#### 4.5 Personnel Requirements:

Continuity of support is an essential element of the Contractor services provided for systems supporting the management, budgeting, and allocation of funds critical for operating and maintaining Pacific and Atlantic Fleet Air Forces, Marines and other support infrastructure. Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are to be defined as "Key Personnel" and are those persons whose resumes are submitted and marked by the vendor as "Key Personnel". No substitutions shall be made of accepted key personnel except for sudden illness or death, or termination of employment without prior written approval from the COR. Substitutions shall only be accepted if in compliance with "Substitution of Key Personnel" provision identified below. The Contractor shall designate and provide resumes for key personnel at least as follows:

- Program / Project Manager
- Technical Lead for ACES
- Programmer Lead for ACES
- Programmer
- Junior Analyst

Key personnel must be available upon start date of the delivery order.

##### 4.5.1 Substitution of Key Personnel

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COR and the Contracting Officer at least twenty-five (25) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. An interview by the COR may also be requested. The COR and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.

##### 4.5.2 Key Personnel Designation

For the purpose of the overall performance of this effort, the Contractor's Program / Project Manager shall be designated as a key person.

The Program / Project Manager shall be the Contractor's authorized point of contact with the Government CO and the COR. The Program / Project Manager shall be responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates. (See also Section 4.15.1.)

##### 4.5.3 Personnel Performance/Replacement

4.5.3.1 The Contractor shall provide a resume for each individual assigned to work on this effort.

4.5.3.2 The Government reserves the right to judge the technical skill and competence of the individual and with written notification to require the individual's replacement if the individual's skills or competence are judged deficient at any time.

4.5.3.3 The Government reserves the right to judge the qualifications and acceptability of any individual proposed by the Contractor for any position, and with written notification may require the Contractor to replace an individual whose qualifications and suitability are judged deficient.

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4.5.3.4 The Government requires that the Contractor identify key personnel for the total period of the project. The execution of project tasks will be subject to the assignment of specific individuals identified as key personnel. The Contractor must ensure the continued assignment of personnel from project start to project finish. In the event an individual become incapacitated or leaves the company, it is the responsibility of the Contractor to have qualified and/or cleared (if required) individuals on staff to accomplish the task with a minimal learning curve.

4.5.3.5 For temporary and/or permanent replacement personnel, the Contractor shall provide a resume for each individual prior to that individual reporting for work on this effort.

#### 4.6 Contractor Furnished Material:

Materials are to be provided by the Contractor when essential to the task order performance of this SOW and specifically approved by the Client Representative, not to exceed the ceiling price identified. All materials purchased by the Contractor for the use or ownership of the Federal Government, becomes the property of the Federal Government. The Contractor shall document in the monthly status report the transfer of materials.

#### 4.7 Clearances

The work for this task order does not require a security clearance. However, information and data accessed or used in the performance of this SOW is considered sensitive and shall not be disclosed by the Contractor without prior written approval by the Government.

All Contractor personnel working on this task order must be US citizens. In addition, Contractor personnel working on this task order shall be fluent in the English language as exemplified in their written and verbal skills.

#### 4.8 Contractor Interfaces

The Contractor and/or his subcontractors may be required as part of the performance of this effort to work with other Government Contractors. Such other Contractors shall not direct this Contractor and/or their subcontractors in any manner. Also, this Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

The Government shall establish an initial contact between the Contractor and other Contractors and shall participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings/contacts will be established. The Contracting Officer's Technical Representatives (COR) of other efforts may be included in any establishment of conventions.

#### 4.9 Disclosure of Information

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the express prior written agreement of the Contracting Officer.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

#### 4.10 Limited Use of Data

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor that is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon

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written approval of the Contracting Officer (CO). The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner that provides for greater rights to the contractor.

#### 4.11 Hours of Work

Contractor personnel are expected to conform to normal operating hours. The normal duty hours of 8:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal Government holidays, with an allowance for a one-hour lunch period each day.

#### 4.12 Productive Direct Labor Hours

The Contractor can only charge the Government for "Productive Direct Labor Hours". "Productive Direct Labor Hours" are defined as those hours expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, Government or Contractor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals, or any other unexpected Government closures.

#### 4.13 Government Holidays

The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation.

#### 4.14 Payment for Unauthorized Work

No payments will be made for any unauthorized supplies and/or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

#### 4.15 Contractor Personnel

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as sub-Contractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the statement of work. Resumes submitted for employees assigned to perform under this statement of work shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration to clearly show that the employee is able to effectively and efficiently perform the functions assigned.

##### 4.15.1 Project Manager

The Contractor shall provide a Project Manager to facilitate Government-Contractor communications. The Project Manager shall be the primary technical and managerial interface between the Contractor and Contracting Officer (CO) and the Contracting Officer's Technical Representative (COR) located at COMNAVAIRPAC, San Diego, CA. The name of this person, and an alternate or alternates, who shall act for the Contractor when the Project Manager is absent, shall be designated in writing to the CO. The Project Manager or alternate will have full authority to act for the Contractor on all contract matters relating to daily operations.

The Project Manager or alternate must be available during normal duty hours, as specified herein and to meet with Government personnel within 24 hours to discuss issues.

The Contractor's Project Manager shall meet with the CO/COR as necessary to maintain satisfactory performance and to resolve other issues pertaining to Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings shall be prepared by the

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Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting.

The Project Manager and alternate or alternates must be able to read, write, speak, and understand English.

#### 4.15.2 Contractor Employees

Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees by wearing Security Identification Badges at all times while on Government premises. When Contractor personnel attend meetings, answer phones, and work in other situations where their status is not obvious to third parties they must identify themselves as such to avoid creating the impression that they are Government employees.

#### 4.16 Physical Security

The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of normal duty hours and/or after normal duty hours, all Government facilities, equipment and materials must be secured.

#### 4.17 Emergency or Special Event Services

Occasionally, the Contractor may be required to perform and/or provide services outside the normal hours of duty. These occasions will be infrequent and may require services be performed after normal working hours in the evening and/or weekends (Saturday and Sunday). The COR and the Contractor will mutually agree upon any/all deviations to the schedule.

#### 5.0 Points of Contact.

##### 5.1 Contracting Officer's Representative (COR)

[REDACTED]

COMNAVAIRPAC N01F ABMO

Quentin Roosevelt Blvd, Bldg 11

San Diego, CA 921355

[REDACTED]

[REDACTED]

[REDACTED]

a) The COR is the individual within the Program Management function who has overall technical responsibility for this effort. The COR supports the CO/CA during administration of this effort by:

- 1) Making final decisions regarding any recommended rejection of deliverables;
- 2) Providing technical clarification relative to overall workload matters;
- 3) Providing advice and guidance to the Contractor in the preparation of deliverables and services;
- 4) Providing acceptance of deliverable products to assure compliance with requirements.

b) The COR also provides technical direction to the Contractor, i.e., shifting work emphasis between areas of work; fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the

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general statement of work for this effort. The COR does NOT have the authority to and may NOT issue any technical direction that:

- 1) Constitutes an assignment of work outside the general scope of this effort;
  - 2) Constitutes a change as defined in the "Changes" clause;
  - 3) In any way causes an increase or decrease in cost or the time required for performance;
  - 4) Changes any of the terms, conditions, or other requirements of this effort; and
  - 5) Suspends or terminates any portion of this effort.
- c) All technical direction shall be issued in writing by the COR or will be confirmed by the COR in writing within 10 calendar days after verbal issuance. A copy of the written direction shall be furnished to the CO.
- d) In addition to providing technical direction, the COR will:
- 1) Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO, any changes in the requirement;
  - 2) Assist the Contractor in the resolution of technical problems encountered during performance; and
  - 3) Perform inspection and acceptance or recommendation for rejection of Contractor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that are specified elsewhere within this SOW.
- e) If in the opinion of the Contractor, any instruction or direction issued by the COR is outside of their specific authority, the Contractor shall not proceed but shall notify the CO in writing within 5 working days after receipt of any instruction or direction, with an informational copy to the COR.

#### 5.2 Contracting Officer

[REDACTED]

937 North Harbor Drive

Suite 60, 7th Floor, Office 721

San Diego CA 92132-0060

[REDACTED]

[REDACTED]

[REDACTED]

#### 6.0 Type of Contract.

This is a performance based Cost Plus Fixed Fee type contract.

#### 7.0 Reference Documents.

The Contractor shall adhere to the following documents to the extent they are applicable to the work required by this PBSOW.

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### 7.1 Military Specifications

- MIL-Q-9858 Quality Program Requirements
- MIL-M-38784, Manuals, Technical: General Style and Format Requirements

### 7.2 Military Standards

- MIL-STD-973, Configuration Management
- MIL-STD-1379, Military Training Programs
- MIL-STD-1467, Software Support Environment
- MIL-STD-1521, Technical Reviews and Audits for Systems, Equipment and Computer Software

### 7.3 Military Directives

- DoD Directive 5200.1.R, DoD Information Security Program Regulation
- SECNAV 5000.39, Acquisition and Management Integrated Logistics Support of Systems and Equipment.
- Joint Pub 3-56 (C), Tactical Command and Control Planning Guidance and Procedures for Joint Operations, all volumes of series

### 8.0 Correspondence.

To promote timely and effective administration, correspondence shall be subject to the following procedures:

- a) Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the Contracting Officer's Technical Representative (COR) with an information copy to the Contracting Officer (CO).
- b) All other correspondence, including invoices, that proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this SOW shall be addressed to the Contracting Officer with an information copy to the COR.

### 9.0 Intellectual Property.

This task order is funded by the United States Government. All intellectual property generated and/or delivered pursuant to this Performance-Based Statement of Work will be subject to appropriate federal acquisition regulations which entitle the Government to unlimited license rights in technical data and computer software developed exclusively with Government funds, a nonexclusive "paid-up" license to practice any patentable invention or discovery made during the performance of this task order, and a "paid-up" nonexclusive and irrevocable worldwide license to reproduce all works (including technical and scientific articles) produced during this task order.

### 10.0 Anti-Deficiency Clause.

In accordance with Federal Acquisition Regulation (FAR 32-702) regarding the Government Policy on contract funding and 31 USC 1341 Anti-Deficiency Act, should the Contractor work at risk without an official notification from the COR to continue, the Contractor may not be compensated for the value of work performed while funding had

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been exceeded.

#### 11.0 Standards of Conduct.

a) The Contractor will be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor is also responsible for ensuring that its employees and those of its subcontractor(s) do not disturb papers on desks, open desk drawers or cabinets, use Government telephones, except as authorized, or otherwise jeopardize the security and the privacy of Government employees, its clientele, and the contents and property of the federal building(s) in which the task order work is performed. Each employee or supervisor of the Contractor is expected to adhere to standards of behavior that reflect credit on themselves, their employer, and the Federal Government.

b) The Contractor will be responsible for taking such disciplinary action, including suspension without pay or removal from the worksite, with respect to its employees, as may be necessary to enforce those standards.

c) Where applicable, the requirements of this clause must be expressly incorporated into subcontract(s) and must be applicable to all sub-Contractor employees who may perform recurring services or work at the federal building and grounds of this task order.

d) The Government retains the right to permanently remove any employee of the Contractor from performing duties assigned under this task order at the federal building should the employee's performance so warrant. The Government will request the Contractor to immediately remove any employee of the Contractor from the federal building/work-site should it be determined by the Contracting Officer that the individual employee of the Contractor is "unsuitable" for security reasons or for otherwise being found to be unfit for performing his assigned duty at a federal building. The following areas (not all-inclusive) are considered justification for requesting the Contractor to immediately remove an employee from a federal building/work site:

(i) Neglect of assigned duty and refusing to render assistance or cooperate in upholding the integrity of the security programs at the worksite;

(ii) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;

(iii) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; participation in disruptive activities which interfere with the normal and efficient operations of the Government;

(iv) Theft, vandalism, immoral conduct, or any other criminal actions;

(v) Selling, consuming, or being under the influence of intoxicants, drugs, or controlled substances which produce similar effects;

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(vi) Improper use of official authority or credentials, as a supervisor or employee of the Contractor;

(vii) Violation of agency and Contractor security procedures and regulations; and

(viii) Violation of the rules and regulations governing federal public buildings and grounds, set forth in 41 CFR Subpart 101-20.3 Conduct on Federal Property.

e) Following a recommendation from an agency program official or security officer, the Contracting Officer will make all determinations regarding the removal of any employee of the Contractor from and denial/termination of clearance and access to the federal building worksite for non-performance, misconduct, or failure to abide by all laws and regulations. The Contracting Officer will verbally inform the Contractor about the employee, followed by a written confirmation or determination. Specific reasons for the removal of an employee will be provided to the Contractor in writing. In the event of a dispute, the Contracting Officer will make a final determination.

f) Upon a determination of the Government that an employee of the Contractor be removed from or denied access to a federal building worksite, the employee's clearance and access to the federal building must be immediately revoked or otherwise terminated. Furthermore, if applicable, the building pass and/or other access device(s) previously given to the employee must be immediately surrendered, returned, or delivered to the security officer of the federal building.

#### 12.0 Identification/Building Pass.

The Contractor must make their personnel available for photo identification badges on a schedule to be determined by the Contracting Officer's Representative (COR). The identification badges will be provided by the Government utilizing supplies, materials and equipment.

a) The Contractor is responsible for ensuring that each of his/her employees performing work under this task order display their photo-identification badges at all times they are present on-duty in the building. Refusal or repeated neglect to display the photo-identification may result in an unsuitability determination.

b) Upon termination, resignation or other event leading to a task order employee leaving duty under this task order, the Contractor is responsible for returning all Government identification, building passes, keys, and other Government property issued to that employee. Failure on the part of the Contractor may result in the Contractor's liability for all costs associated with correcting the resultant breach in building security.

c) The requirements of this clause are applicable to and must be flowed down to all subcontractors who will work at the Governments facilities.

#### 13.0 Cooperation with other onsite contractors.

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a) When the Government undertakes or awards other task orders or contracts for additional work at the facilities, the Contractor must: (1) Fully cooperate with the other Contractors and Government employees, and (2) Carefully fit its own work to such other additional contracted work as may be directed by the COR. The Contractor must not commit or permit any act that will interfere with the performance of work awarded to another Contractor or with the performance of other Government employees.

b) In any case where, in the course of fulfilling the task order requirements, the Contractor disturbs any work guaranteed under another separate contract, the Contractor must restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under the other contract.

#### 14.0 Permits and Licenses.

In performance of work under this task order, the Contractor must, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.

#### 15.0 Confidentiality.

All information regarding the procedures developed under this task order must be regarded as sensitive information by the Contractor and not to be disclosed to anyone outside the Contractor's organization without the written permission of the Contracting Officer.

#### 16.0 Post Award Evaluation of Contractor Performance.

##### a) Contractor Performance Evaluations

Interim and final evaluations of Contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the COR, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the COR, annually to coincide with the anniversary date of this effort.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

##### b) Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: <http://cpscontractor.nih.gov>.

The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the contracting official in the event the primary contact is unavailable to process the evaluation within the required thirty (30) calendar day time frame.

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## **SECTION D PACKAGING AND MARKING**

Packaging and Marking shall be in accordance with Section D of the SEAPORT contract.

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## SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination by the Government.

### E-001 TASK ORDER PERFORMANCE STANDARD

Monthly status reports submitted to the Task Order Manager under subject Task Order shall identify the work that had been performed during the month, deliverables that had been submitted, and the name of the Government representative that had received the deliverable. The Task Order Manager will be required on a monthly basis to rate the quality of deliverables in terms of timeliness and quality on a rating scale of one (1) to five (5). The rating scale is specified in the table and defined below:

Rating Number	Rating Description
5	Exceptional Exceeds many standards of performance
4	Very Good Exceeds some standards of performance
3	Satisfactory Fully meets standards of performance
2	Marginal Fails to meet some standards of performance
1	Unsatisfactory Fails to meet many standards of performance

#### Rating Definitions:

**Exceptional.** Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.

**Note:** To justify an Exceptional rating, multiple significant events in each category must be identified and must state how it was a benefit to the GOVERNMENT. However, a singular benefit could be of such magnitude that it alone constitutes an Exceptional rating.

**Very Good.** Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective.

**Note:** To justify a Very Good rating, a significant event in each category must be identified and must state how it was a benefit to the GOVERNMENT.

**Satisfactory.** Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

**Note:** To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract.

**Marginal.** Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

**Note:** To justify Marginal performance, a significant event in each category that the contractor had trouble overcoming must be identified and must state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety, or Deficiency Report or letter).

**Unsatisfactory.** Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the

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contractor's corrective actions appear or were ineffective.

Note: To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., Management, Quality, Safety, or Deficiency Reports, or letters).

Objective: The objective of this Task Order statement of work is to provide Mobile Ordinance Tactical Training Services at a reasonable cost while maximizing innovation and cost-reduction initiatives.

Measures of Effectiveness: The measures of effectiveness will apply to overall Task Order management. Typical measures to be applied include: quality performance, technical performance, technical expertise, cost performance, cost containment or reduction, timeliness, innovation, consistency, and management effectiveness.

Standards: The standards for the Task Order are derived from the measures of effectiveness and are tailored to maximize Task Order effectiveness.

The annual rating assigned for the effort performed under this Task Order will be a key determining factor as to whether the options will be exercised. If an "UNSATISFACTORY" rating is assigned during any rating period, the Government will not exercise the follow-on option(s), and will the contractor will not be entitled to any future cost or fees it might have earned had the option(s) been exercised. This does not affect the Government's unfettered discretion concerning whether it will or will not exercise the option(s) for other reasons.

(End of clause)

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## **SECTION F DELIVERABLES OR PERFORMANCE**

CLIN - DELIVERIES OR PERFORMANCE

PERIOD OF PERFORMANCE

Base Year: The Period of Performance for the Base Year is from 01 November 2005 through 31 October 2006.

Option Year 1: The Period of Performance for Option Year 1 is from 01 November 2006 through 31 October 2007.

Extended period of performance (FAR 52.217-8 Option) 01 NOV 2007 - 31 MAR 2008.

DELIVERY INFORMATION:

FOB Destination

SHIP TO ADDRESS

See Section 5.0 of the SOW

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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

[REDACTED]  
P O Box 357051  
San Diego, CA 92135-7051

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE)--ALT II (DEC 1996)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b)(i) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to final invoices, which shall be submitted to the contract auditor at the following address:

Defense Contract Audit Agency

Herndon Branch Office

171 Elden Street

Herndon VA 20170-4810

A copy of every invoice shall also be provided to the individual listed below, at the address shown:

[REDACTED]

Po Box 367051

San Diego CA 92135-7051

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to paying offices. Upon receipt of such written notice, the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 14 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN)

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- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report", is not required with each invoice submittal.
- (f) A Certificate of Performance is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

\* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor".

\*\*Check appropriate requirements.

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] base year and [REDACTED] Option Year 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 [REDACTED] man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective,

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provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

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

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

(End of Clause)

N00244G108 CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES (OCT 1995) (FISC SAN DIEGO)

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

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1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data,
- b. Freedom of Information inquiries,
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document, and/or
- d. Arranging the post award conference (see FAR 42.503).

NAME: [REDACTED]

ADDRESS: Contracts Dept., Code 220

937 North Harbor Drivee

San Diego, CA 92132-0012

[REDACTED]

[REDACTED]

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Defense Contract Management Agency

Code DCMDE-GTMO

10500 Battle Creek Parkway, Suite 200

Manassas VA 22110-2342

[REDACTED]

[REDACTED]

[REDACTED]

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Defense Contract Audit Agency

Herndon Branch Office

171 Elden Street

Herndon VA 20170-4810

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

DFAS San Diego

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4181 Ruffin Road

San Diego CA 92123-1819

Phone: (Vendor Pay): 800-731-8096

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract;
- d. An independent government estimate of the effort described in the definitized statement of work
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order, or until the issue has otherwise been resolved. **THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

[REDACTED]  
PO Box 357051

San Diego CA 92135-7051  
[REDACTED]  
[REDACTED]

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: [NOT APPLICABLE]

6. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;

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- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order.
- d. Authorization for use of overtime.
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to pricing arrangements;

NAME: [REDACTED]

ADDRESS: Contracts Dept., Code 220

937 North Harbor Drivee

San Diego, CA 92132-0012

[REDACTED]

[REDACTED]

Accounting Data

SLINID	PR Number	Amount
1000AA	N5702506RC00534	673871.00
LLA :		
AA 1761804 70AE 000 57025 H N68688 2D C00534 570256R700QQ 00		
3000AA	N5702506RC00534	3755.00
LLA :		
AA 1761804 70AE 000 57025 H N68688 2D C00534 570256R700QQ 00		
MOD 1		
1000AA	N5702506RC00534	190463.00
LLA :		
AA 1761804 70AE 000 57025 H N68688 2D C00534 570256R700QQ 00		
MOD 3		
1000AB	N5702507RC00534	893335.00
LLA :		
AB 1771804 70AE 000 57025 H N68688 2D C00534 570257R700QQ		
INCLUDING AMENDMENT 1		
3000AB	N5702507RC00534	3867.00
LLA :		
AB 1771804 70AE 000 57025 H N68688 2D C00534 570257R700QQ		
MOD 4		
1001	N5702508RC00534	298434.00
LLA :		
AC 1781804 70AE 000 57025 H 068688 2D C00534 570258R700QQ		

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3001 N5702508RC00534 20001.00  
LLA :  
AC 1781804 70AE 000 57025 H 068688 2D C00534 570258R700QQ

MOD 5  
1001 N5702508RC00534 318434.00  
LLA :  
AC 1781804 70AE 000 57025 H 068688 2D C00534 570258R700QQ

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

Special Contract Requirements shall be in accordance with Section H of the IDIQ contract.

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## SECTION I CONTRACT CLAUSES

Note: All the provisions of SECTION I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following (provided in full text)

### 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days of contract expiration date.

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

(a) The Government may extend the term of this contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend prior to the contract expiration date. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises these options, 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 clauses, shall not exceed 2 years.

\*\*Under the provisions of the Rights in Data General Clause (52.227-14), the Government reserves all rights, including copyrights, distribution rights, and other rights for all documents, data or software developed in the performance of this task. See below for full-text of FAR 52.227-14.\*\*

### 52.227-14 Rights in Data—General (June 1987)

(a) Definitions. “Computer software,” as used in this clause, means computer programs, computer data bases, and documentation thereof.

“Data,” as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data,” as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

“Limited rights,” as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(2) if included in this clause.

“Limited rights data,” as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

“Restricted computer software,” as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

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“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in

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such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in paragraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

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(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) [Reserved]

(3) [Reserved]

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship 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.

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## **SECTION J LIST OF ATTACHMENTS**

DD FORM 1423 CDRL (ACES OFFSITE)