

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-04-D-4090	2. DELIVERY ORDER NO. M80214	3. EFFECTIVE DATE ORIG 11/01/2005 MOD 03/05/2007	4. PURCHASE REQUEST NO. N00421-07-MR-57572
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5. ISSUED BY NAVAIR Aircraft Division Pax River BENJAMIN J HANSFORD 251400A 21983 BUNDY ROAD, Bldg 441 Patuxent River, MD 20670 BENJAMIN.HANSFORD@NAVY.MIL (301) 342-6865 Ext.	CODE N00421	6. ADMINISTERED BY DCMA Palmdale 40015 Sierra Highway, Suite B110 Palmdale, CA 93550	CODE S0303A
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7. CONTRACTOR New Directions Technologies, Inc. 137 W. Drummond Ave. Palmdale, CA 93555	CODE 05ZG9	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus, OH 43218-2381	CODE HQ0339
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13. TYPE OF ORDER	<input type="checkbox"/> D	<input checked="" type="checkbox"/> 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.

New Directions Technologies, Inc.

Cedric Knight, CEO

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: BENJAMIN J HANSFORD CONTRACTING/ORDERING OFFICER	03/13/2007	22. TOTAL \$3,706,763.00
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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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The purpose of this modification is to cancel mod 13. Accordingly, said Task Order is modified as follows:

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 \$184000.00 from \$2763048.00 to \$2947048.00.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - Item	SUPPLIES OR SERVICES Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Engineering, Logistics, and Programmatic Support for AIR 4.5 Hairy Buffalo Program (OTHER)		1.0 Lot	██████████	██████████	\$3,706,763.00
100001	Incremental Funding for CLIN 1000					
100002	Incremental Funding for CLIN 1000					
100003	Incremental Funding for CLIN 1000					
100004	Incremental Funding for CLIN 1000					
100005	Incremental Funding for CLIN 1000					
100006	Incremental Funding for CLIN 1000					
100007	Incremental Funding for CLIN 1000					
100008	O&M Incremental Funding for CLIN 1000					
100009	RDT&E Incremental Funding for CLIN 1000					
100010	Incremental Funding for CLIN 1000 in support of USMC SA efforts					
100011	O&M Incremental Funding for CLIN 1000					
100012	RDT&E Incremental Funding for CLIN 1000					
100013	Incremental Funding for CLIN 1000 in support of USMC efforts					
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1001	Data for Item 1000 NSP (OTHER)		1.0 Lot	██████████	██████████	\$0.00
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1200	Engineering, Logistics and Programmatic Support for AIR 4.5 Hairy Buffalo Program (TBD) Option		1.0 Lot	██████████	██████████	\$3,860,158.00
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1201	Data for Item 1200 NSP (TBD) Option		1.0 Lot	██████████	██████████	\$0.00
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1300	Engineering, Logistics and Programmatic Support for AIR		1.0 Lot	██████████	██████████	\$3,979,233.00

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4.5 Hairy Buffalo  
Program (TBD)  
Option

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1301	Data for Item 1300 NSP (TBD) Option		1.0 Lot	████	████	\$0.00

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### 1.0 INTRODUCTION

This Statement of Work (SOW) defines the scope of engineering and technical and logistics services in support of the AIR 4.5 Hairy Buffalo program for the accomplishment of research, development, integration, analysis, assessment, acquisition logistics, and test and evaluation of command, control, communication, computer, information, surveillance and reconnaissance (C4ISR) systems. This order will provide for support services to the Navy in the development of C4ISR systems and equipment as well as facilities, which are used for the development, integration, test and evaluation of C4ISR systems and support subsystem elements. The descriptions of the contract deliverables for the contract are given in Section 3.1 through 3.13. Each effort will require specific deliverables and products along with specific Contract Data Requirements List (CDRL) and Data Item Description (DID) requirements.

#### 1.1 SCOPE

1.1.1 The scope of this order includes technical and engineering and logistics support in the following technology areas:

- Hyper Spectral Imagery (HSI) Systems
- Sensor Fusion Systems
- Avionics Science and Technology
- Network Centric Warfare (NCW)
- Flight Information Systems
- Electronic Warfare (EW) Systems
- Radar Systems
- Antenna Systems
- Electro Optic (EO) and Infrared (IR) Systems
- Imagery and Video Systems Software Enhancements
- Ballistic Missile Defense Surveillance Technology
- Airborne Information Processing Systems
- Networks
- Special Mission Sensors
- Communication Systems
- Navigation Systems
- Cross Domain Information Systems
- Multi-Level Security Information Systems
- Logistics

1.1.2 The scope of this order includes support of research and development in the performance of:

- Engineering, System Engineering and Process Engineering Support
- Prototyping, Pre-Production, Model-Making, and Fabrication Support
- System Design Documentation and Technical Data Support
- Software Engineering, Development, Programming and Network Support
- Configuration Management (CM) Support
- Information System (IS) Development, Information Assurance (IA) and Information Technology (IT)

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## Support

- Acquisition Logistics Support
- Sustaining Logistics Support
- Training Support
- Program Support
- Administration Support
- Interoperability, Test and Evaluation, Trials Support

## 2.0 APPLICABLE DOCUMENTS

2.1 The following documents of the exact date and issue specified form a part of this SOW to the extent specified herein. In the event of conflict between the applicable documents and this SOW, the SOW shall take precedence. All second tier and below references cited (in mandatory compliance documents) shall be considered as guidance only. Nothing in this document however, supersedes applicable laws and regulation unless a specific exemption has been obtained.

- 1) RTCA D0-160D (Current Commercial Avionics Environmental Specification and Test Method).
- 2) MIL-STD 810.
- 3) Policy, procedures and responsibilities for modification and configuration control of air vehicles, air vehicle stores and air vehicle installed systems for research development test and evaluation, comnavairsyscom instruction 13050.6, 27 Dec 2002.
- 4) Procedures for planning and coordination of aircraft modifications, comnavairsyscom instruction 13050.3, 20 Mar 2002 .
- 5) NATOPS Flight Manual Supplement, PILOT/NFO/AIRCREW NAVAIR 01-75PAC1/1.1 SUPP, CHG2 15 Apr 2001.
- 6) Project SOPs for Tests of Air Vehicles, Weapons, and Installed Systems, NAVAIR INSTRUCTION 3960.4A, 8 June 1999.
- 7) NATOPS General Flight and Operating Instructions, OPNAVINST 3710.1S, November 2001.
- 8) Naval Test Wing Atlantic Instruction, NAVTESTWINGLANTINST 3710.1, 3 November 1998.
- 9) Systems Engineering Technical Review Process, NAVAIRINST 4355.19B, 25 Jun 03.
- 10) Systems Engineering Technical Review Process Handbook to supplement NAVAIRINST 4355.19B, Supplement Updated: 10 Mar 2004.
- 11) Flight Clearance Policy for Manned Air Vehicles, NAVAIRINST 13034.1B, 04 Oct 00.
- 12) DoD 5000.1, 12 Dec 2002.
- 13) NAVAIR Systems Engineering Resources Kit (SETR) version #1.2 2004.
- 14) Airworthiness Certification Criteria with Applicable Waivers, MIL-HDBK-516.
- 15) Logistics Management Information, MIL-PRF-49506.
- 16) Maintainability Program for Systems and Equipment, Design for Maintainer, MIL-STD-470B Tasks 205.
- 17) Human Engineering, Design for Maintainer, MIL-STD-1492F.
- 18) Department of Defense Design Criteria Standard Human Engineering, MIL-ST-1472F, 23 August 1999.

2.1 All Information Technology (IT) efforts under this contract are required to meet Fed/DoD/DON/NAVAIR IT Compliance. This includes the following:

§ Where applicable, current application tool suites under this effort will be modernized and developed in accordance with the Navy Enterprise Application Developer's Guide (NEADG), Functional Area Manager

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(FAM), Navy Marine Corps Intranet (NMCI), Task Force Web (TFWeb), and Fed/DoD/DON/NAVAIR IT Compliance mandates (i.e., section 508, PKI). The Web services that are developed will meet TFWeb and Industry standards, working with NAVAIR's Web enablement Team. This will be an integrated part of My NAVAIR, NAVAIR's Corporate Portal.

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

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

- 1) DoD 5239.1--Introduction to Information Systems Security
- 2) DoD 5239.2--Terms, Abbreviations, and Acronyms
- 3) DoD 5239.3--Designated Approving Authority (DAA) Guidebook
- 4) CJCSI 6211.02B--Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003
- 5) CJCSI 6212.01C--Interoperability and Supportability of Information Technology and National Security Systems
- 6) CJCSI 6250.01A--Satellite communications
- 7) CSI 6215.01B--Policy for Department of Defense voice Networks
- 8) DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- 9) DoDD 8500.1--Information Assurance
- 10) DoDI 8500.2--Information Assurance Implementation
- 11) DoDI 8510.bb--DoD Information Assurance certification and Accreditation Process (DIACAP) (DRAFT)
- 12) DoDI 8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP)
- 13) CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN Protect) Policy, Version 1.0, 31 October 2002

### 3.0 REQUIREMENTS

The itemized tasks and descriptions supplied in the following paragraphs represent a high level set of support elements describing typical tasking which may be assigned to the Contractor. This tasking shall be performed by the Contractor in support of one or more of the technology areas listed under the SCOPE paragraph above.

For the majority of the assigned tasks (estimated to be at least 50%), the Contractor personnel will work in conjunction with an Integrated Product Team (IPT). The Contractor shall support the Navy in the development, integration, test, and acquisition logistics of C4ISR systems. There will, however, be tasks where the Contractor shall work independently to develop a specific data product or report to be used in the development of a C4ISR system.

#### 3.1 PROGRAM SUPPORT

This functional area consists of applying the business, financial management, and technical disciplines required to support planning, organizing, staffing, controlling, and leading team efforts in managing acquisition programs such that the result places a capable and supportable system in the hands of the warfighter when and where it is needed, and does so at an affordable price. This functional area represents an integration of a complex system of differing but related functional disciplines that must work together to achieve program goals through development, production, deployment, operations, support, and disposal.

Specifically, the Contractor shall provide program support services as delineated below:

(a) Monthly Contract Funds Status Report (CFSR): The Contractor shall submit a monthly report. This monthly financial report shall include the WBS Level One data for the Contractor and each subcontractor. Contractor shall submit data in OMB No. 0704-0188 format 1 and format 5. CDRL A001.

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(b) Budget: The Contractor shall maintain cost accounting data (including data on utilization of proposed labor and reimbursable expenses) for: modifications under this contract; the overall cost of the entire contract; and ensure that costs are within prescribed limits. CDRL A002

(c) Milestones/Schedules: The Contractor shall participate in the definition and monitoring of major milestones, schedules, work performed, and relevant resource requirements for each phase of a project. Milestones shall correspond to tangible products, procurement cycle requirements, or achievement levels.

(d) Purchasing System: The Contractor shall be responsible for purchasing, tracking, and managing material items in support of the services called for in this statement of work.

(e) Cost Estimation/Project Planning: The contractor shall participate in tracking and reporting program received Earned Value Management (EVM) data; generating EVM monthly reports; generating program monthly status and cost summary reports to program sponsors; receiving and coordinating all incoming integration contractor and program funding documents; defining project estimates, to include cost, schedule, manpower, resources, size and Work Breakdown Structure (WBS).

(f) Program Management System: The Contractor shall generate, track, schedule, and report on all program personnel tasking, training, travel, and program status with an integrated Program Management System.

(g) Risk Management: The Contractor shall participate in managing risk to successful project completion. In risk management, the Contractor shall identify and prioritize the areas of risk as High, Medium or Low; identify the risk factors that contribute to the potential occurrence of each risk; document procedures for monitoring and tracking the risk factors, and for reducing the likelihood of each risk occurrence; identify contingency procedures for each risk area. The Contractor shall also monitor and report to the Government on each project risk area. CDRL A005.

(h) Technical Development Planning: The Contractor shall perform trade-off and engineering approach analyses, and recommend the specific avionics system development/engineering efforts, facilities, and task requirements necessary to meet technical program objectives and milestones.

(i) Documentation Management/Control: The Contractor shall maintain a documentation library for all program documentation, to include but not be limited to: configuration management documents, technical publications, drawing packages, flight clearances, and training manuals.

(j) Contract Management Reports (Periodic, recurring submissions of resource expenditures and progress against the applicable planned activities): The Contractor shall provide periodic progress reports, which cover overall contract status and specific status on each outstanding effort or task. CDRL A002.

(k) Documentation of Reimbursable Expenses: The Contractor shall maintain current and accurate documentation of all expenses incurred in the performance of work under the contract. Original receipts, invoices, copies of originals, or summaries of all expenses charged to travel and other direct costs will be made available to the TOM upon request. CDRL A002.

(l) Final Report: Contractor shall submit a Final Report at the end of the Period of Performance (POP). This report shall address: CDRL status, document status, expenditure data and all like data for sub-contracts, spend rates, risk assessments, material purchased, and accomplishments to date. CDRL A003.

(m) Monthly Status Report: Contractor shall submit a monthly status report. Report shall cover status of ongoing work, future work, budget, and personnel issues. CDRL A002.

### 3.2 ADMINISTRATIVE SUPPORT

The contractor shall provide clerical and administrative support associated with the contractor's efforts to perform the tasks identified in this statement of work.

### 3.3 ENGINEERING, SYSTEM ENGINEERING AND PROCESS ENGINEERING SUPPORT

This functional area consists of supporting the application of engineering disciplines to technically support development of new warfighting capabilities and systems, technically support development of significant alterations to existing systems, support integration of existing equipment or software into different applications or platforms to support the warfighter, and support evaluation of foreign or non-developmental weapons systems, equipments, and technologies to satisfy exiting warfighting requirements. Support is required for system and process-engineering disciplines that systematically consider the requirements, synthesize and evaluate alternative concepts, identify a recommended selection, and generate a design and system specification.

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Specifically, the Contractor shall provide engineering, system engineering and process engineering support as delineated below:

(a) Requirements Analysis: The contractor shall utilize DOORS software to provide traceability analysis of the Mission Needs Statement (MNS), Operational Requirements Document (ORD) requirements for employment of the C4ISR system on a specific platform.

(b) Requirements Document Generation: The contractor shall develop various detailed mission scenarios, time lines, Technical Requirements Documents (TRDs), Systems Requirements Documents (SRDs), and system/subsystem specifications (SSS) based on MNS and ORD analysis. The contractor shall address system interface requirements within the SSS or through the development of an Interface Requirements Specification (IRS). CRDL A006.

(c) Engineering Services: The Contractor shall provide engineering support for the Government's Lead Systems engineer in the development and production, and support of various Hairy Buffalo systems. Engineering areas of relevance include Avionics Mission Systems Integration, Mechanical, Radio Frequency (RF), Antenna, Transmitter and Receiver Design, Communications, Network design, Software design, C-130 and other aircraft integration, modular/palletized mission systems, and Engineering Drafting. Specific activities/tasks shall include the following:

- Mechanical Design: The Contractor shall provide mechanical engineering design and analysis services for communications, sensor and mission systems equipment installation on various aircraft including C-130 series aircraft. These services shall include engineering work in the follow disciplines: structural finite element analysis (FEA), aerodynamic, structural design, acoustic, thermal, and electrical power (including load requirements generation).

- Airworthiness Support: The Contractor shall provide dedicated aircraft (to include the C130 series aircraft) management support to USAF, USCG and USN/USMC airworthiness competencies. This support shall include identification of all relevant airworthiness requirements for the above identified services, coordination of the airworthiness flight clearance package development, and tracking of said clearances through the respective DoD or DHS competencies to ensure timely delivery of flight clearance recommendations. The contractor shall interface with the appropriate organizations in support of obtaining flight clearance(s) for the systems produced (to include WR/ALC Systems Support SPO in the delivery of Airworthiness Criteria Certification (AMCC) for C-130J aircraft in accordance with applicable Air Force Instructions (AFIs) and waivers relevant to the EC-130J aircraft).

- Functional and Design Requirements: The Contractor shall perform engineering studies and analyses for the purpose of generating functional and design requirements for C4ISR and support subsystems. The system functional analysis will be used to analytically derive operator, hardware, and software function partitioning in order to develop system performance requirements. The Contractor shall also review operational needs, define technical requirements, and perform functional analysis to define C4ISR systems, performance, architecture, and design constraints. The aforementioned efforts shall result in the contractor utilizing Popkins systems architecture software to provide operational view, system view, and technical view products in accordance with DoDAF standards. CDRL A007.

- Emerging Technology Identification: The Contractor shall investigate emerging technologies to identify concepts, system configuration, architecture, and advanced avionics development. The Contractor shall conduct trade-off studies to assess technology alternatives and risks, including life cycle costing.

- Aircraft Integration Analysis: The Contractor shall perform engineering analysis of Government furnished information pertaining to physical integration of C4ISR systems and supporting subsystems on the aircraft.

### 3.4 SOFTWARE ENGINEERING, DEVELOPMENT, AND TECHNICAL DATA SUPPORT

This functional area consists of applying the engineering and scientific disciplines to perform technical analysis of, technically support development of or selection of hardware and computer software, or modification to existing hardware and software for systems, test facilities, or training facilities. This also consists of software engineering efforts and programming support required to technically support software implementation in systems, sub-systems, and components utilizing computers, electronics, and software. Planning, designing, coding testing, integrating, supporting, and delivering algorithms, software (source code and executables), computer programs are the inherent activities of this functional area. Generally, the software development processes used for software development under this contract shall be, as a minimum, assessed at Software Engineering Institute (SEI) Capability Maturity Model (CMM) Level 3 or equivalent,

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however the Government may specify other (either lower or higher) standards in individual task orders issue under the contract.

Specifically, the Contractor shall provide software engineering, development, and technical data support as delineated below:

(a) Information Technology Design: The Contractor shall provide engineering design services to develop classified, unclassified, Cross Domain, and Multi-Level Security network structures for airborne applications based on Open Systems architectures and in accordance with all applicable DoD Security guidelines (to include: TEMPEST, Secure Systems Authorization Agreements, etc.). The Contractor designs shall support mixed operating system environments, and integration of GOTS/COTS targeting, sensor, Data Fusion, and communication subsystems

(b) Software Design: The Contractor shall provide software design services to develop control software for remote operation of transmitters, receivers, radio, data link, SATCOM receiver and transmitter, sensors, and navigation systems in a distributed LAN/WAN environment.

(c) The Contractor shall provide support for software development including design, analyses and testing that results in a software product that will run on the designated computer. As part of this process, the Contractor shall conduct configuration management and quality assurance of all the software and documentation that is generated during this development. Prior to the delivery of this software, the Contractor will conduct a test of the functionality and interfaces of this software with other platform software products as required. Acceptance of the software will be based on successful testing at the Contractor's or the Government's test facility. These acceptance tests will be conducted according to Contractor generated functional, interface, and system level test procedures. The procedures and test results shall be approved by the government. Following acceptance of this software, the Contractor will provide all the source code files, build procedures, test results and procedures as well as a list of all standard and off-the-shelf tool sets necessary to rebuild the executable software products. In addition, the Contractor will provide the executable software that was used during acceptance tests so that duplicate copies can be made for Fleet release.

(d) The Contractor shall implement the SEI's TSP (Team Software Process).

### 3.5 INFORMATION SYSTEM (IS) DEVELOPMENT, INFORMATION ASSURANCE (IA), AND INFORMATION TECHNOLOGY (IT) SUPPORT

This functional area consists of providing information system software analysis, requirements definition, design development, test, modification, installation, implementation, quality assurance, training, and documentation for those systems outside the cognizance of NMCI. The contractor shall be responsible for conducting IA analyses, and for developing, recommending, implementing, monitoring, updating, and maintaining, IA practices, procedures, equipment, algorithms, and hardware that are outside the cognizance of NMCI.

Specifically, the Contractor shall provide IS development, IA, and IT support as delineated below:

(a) Information Assurance: The contractor shall provide information assurance in support of systems security requirements to include generation of Secure Systems Accreditation Authorization (SSAA) packages, document control services, and information technology support.

(b) Information Technology Support: The Contractor shall provide IT support for any Contractor Furnished Equipment (CFE) computing systems and/or software required for development, design or analysis to meet Hairy Buffalo RDT&E requirements. The Contractor shall also provide technical support during design synthesis to ensure developed systems architectures are in accordance with the latest IT standards.

### 3.6 CONFIGURATION MANAGEMENT SUPPORT

This functional area consists of applying engineering and analytical disciplines to identify, document, and verify the functional, performance, and physical characteristics of systems, to control changes and non-conformance, and to track actual configurations of systems and platforms.

Specifically, the Contractor shall provide services to track all program related mission systems configurations, to include Master Equipment List (MEL), and space, power, weight and cooling requirements.

### 3.7 INTEROPERABILITY, TEST AND EVALUATION, TRIALS SUPPORT

This functional area consists of the application of engineering, scientific, and analytical disciplines necessary

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to ensure that developed platforms, systems, and warfighting capabilities have been properly tested and that joint interoperability requirements have been fully met at all levels of their life cycle.

Specifically, the Contractor shall provide interoperability, test and evaluation, and trials support as delineated below:

(a) Test and Integration Planning: The Contractor shall provide input in the development, test and integration plans, and procedures of subsystems, new functions, modes, and architecture or modifications for C4ISR systems. The Contractor shall recommend, based on these analyses, the specific system development, engineering efforts, and requirements necessary to meet program objectives and milestones for each system and test platform. The Contractor shall provide support in the development of Analyses of Alternatives (AOA), Operational Requirements Documents (ORD), Test and Evaluation Master Plans (TEMP), and other related acquisition documents.

(b) Test and Evaluation Requirements Analysis: The Contractor shall prepare a test and evaluation requirements analysis which identifies the test activities required to verify attainment of all functional and performance requirements of each C4ISR system. This analysis shall include all levels of testing from technology concept demonstration through Technical Evaluation (TECHEVAL). As part of this analysis, the Contractor shall develop and present a test and evaluation matrix that identifies the system functional requirements and the test activities that demonstrate satisfactory compliance. An optimization process shall be performed which will identify those individual tests that may satisfy multiple requirements. CDRL A008.

(c) Test Plans and Procedures: The Contractor shall provide detailed test plans and procedures for test and evaluation activities. For test plans and procedures developed by other activities, the Contractor shall analyze these test plans and procedures and identify their relationship with the test and evaluation requirements matrix. The Contractor shall provide test support at the Naval Air Warfare Center Aircraft Division (NAWCAD) Patuxent River (PAX) and at other facilities as determined by the Government. The test support may include sea and flight test support at the various test sites and other CONUS and overseas sites. The Contractor shall provide test support personnel capable of acquiring a NAVAIR flight card. The Contractor shall provide mechanical and electrical engineering support in the areas of test equipment and test site preparation, assistance in conducting sea tests, and assistance in data collection. The Contractor shall analyze, compile, summarize and draw conclusions from test data gathered by DoD and other agencies related to avionics sensor programs. The Contractor shall generate a Test Requirements Satisfaction matrix to relate test results to test requirements. CDRL A009.

### 3.8 PROTOTYPING, PRE-PRODUCTION, MODEL-MAKING, AND FABRICATION SUPPORT

This functional area consists of the building, fabrication, testing, evaluating and operating reduced and full scale models, mock-ups, prototypes, pre-production units and research and development (R&D) test tools of electronic and electro-mechanical systems and system elements. Fabrication and machining of replacement parts of equipments for fielded systems or platforms is included. This includes the use of traditional materials as well as new composite materials.

Specifically, the Contractor shall provide Government support on an as needed basis for the production of Engineering Design Model (EDM) Mission Systems. This support shall include, but not be limited to: production floor management, logistics, materials management, wiring harness fabrication, and equipment design, fabrication, integration, and installation.

### 3.9 LOGISTICS

This functional area consists of applying the engineering and analytical disciplines required to implement acquisition and sustaining logistics as a multi-functional technical management discipline associated with the experimental development, design, development, test, production, fielding, acquisition logistics, sustaining logistics, and improvement modifications of cost effective systems that achieve the warfighters' peacetime and wartime readiness requirements. The principal objectives of acquisition logistics are to ensure that support considerations are an integral part of the system's design requirements, that the system can be cost effectively supported through its life-cycle, and that the research and development facilities and infrastructure elements necessary to the design, development, initial fielding, and operational support of the system are identified, developed, acquired, and supported. The principal objective of sustaining logistics is to ensure that the end user has the spares and material to support the system in the long term.

(a) The Contractor shall provide services for the development and maintenance of an overarching Aircraft Logistics Support Plan (ALSP) and all logistics-related functions for design, production, acquisition, and

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sustaining logistics of Hairy Buffalo related prototype systems.

(b) The Contractor shall provide technical drafting services for Maintenance and Operator manual construction support and Level 2/3 schematic/drawings of Hairy Buffalo designed mission systems. Technical drawings shall be in either Visio or AutoCad formats at the discretion of the Government. CDRL A010.

### 3.10 TRAINING SUPPORT

This functional area consists of applying the engineering and analytical disciplines required to ensure that the warfighter and technical support community is provided with adequate instruction including applied exercises resulting in the attainment and retention of knowledge, skills, and attitudes regarding the platforms, systems, and warfighting capabilities they operate and maintain.

Specifically, the Contractor shall provide training support as delineated below:

(a) The Contractor shall develop operator and maintainer training/user manuals and courseware to support Engineering Designs developed through the Hairy Buffalo program. CDRL A011.

(b) The contractor shall provide personnel for airborne training of military aircrew on Hairy Buffalo developed mission systems. Contractor personnel shall have experience and qualifications in P-3/C-130 series aircraft with emphasis in EO/IR, Radar, and SIGINT systems operation. Contractor training personnel shall also have recent experience in TCDL communications, ARC-231 and ARC-210 radio systems, Falcon View Mission Planning Systems, Tactical Exploitation System (TES), Precision Targeting Workstation (PTW), and Global Command and Control System-Maritime (GCCS-M).

### 3.11 SPECIFICATIONS

The Contractor shall support the preparation or modification as required of the following specifications:

- (a) System/Subsystem Specifications
- (b) Operational Requirements Documents, Operational Concept Documents
- (c) Interface Design Specifications and Interface Control Documents
- (d) System Design and Specifications
- (e) Software Requirements Specifications
- (f) Interface Requirement Specifications
- (g) Software Design Description
- (h) Interface Design Description
- (i) Test Plans, Test Procedures, Test Descriptions and Test Reports
- (j) Equipment Procurement Specifications

The format of each technical report shall replicate the format of the respective specification under review.

### 3.12 DELIVERABLE DOCUMENTATION

The Contractor shall submit to the cognizant Project Engineer via the (TOM) all the respective deliverable documentation. The deliverable documents shall be provided as a hard copy and on an agreed to electronic medium. The electronic format shall be compatible with the version of Microsoft Office used by the document recipient.

#### DELIVERY OF DATA

Description CDRL Delivery Date

- 3.12.1 Cost Funds Status Report A001 Monthly
- 3.12.2 Progress/Status Management Report A002 Monthly
- 3.12.3 Final Report A003 30 Days After POP End Date
- 3.12.4 OPSEC Plan A004 As Required
- 3.12.5 Risk Management Report A005 Monthly

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- 3.12.6 Requirements report A006 As required
- 3.12.7 Functional and design requirements A007 As Required
- 3.12.8 Test and Evaluation requirements A008 As Required
- 3.12.9 Test and Evaluation plans A009 As Required  
and procedures
- 3.12.10 Technical Drawings A010 As Required
- 3.12.11 Manuals and courseware A011 As Required
- 3.13 SECURITY REQUIREMENTS

The work to be performed will involve access to and handling of classified material up to and including Top Secret in accordance with the DD 254 in Section J of the solicitation.

The Contractor shall submit to NAWCAD 7.4.4 an Operations Security (OPSEC) Plan which shall include procedures to: protect sensitive Government information, identify the Contractor's activities during the performance of the contract, define security responsibilities and requirements, and define security practice procedures. The Contractor shall provide personnel that have the requisite clearances to work on the program. CDRL A004.

#### 4.0 TRAVEL

Contractor personnel shall travel as required when necessary to provide needed tasks through off-site meetings, training, conferences, design, installation, integration, maintenance, or system test and to support field experiments, test, evaluation, or events. As part of this travel, Contractor personnel may be required to travel in CONUS, overseas, or serve onboard ships for or aircraft extended periods of time. All travel shall be performed in accordance with the provisions of the most current Joint and Federal Travel Regulations.

#### 5.0 PLACE OF PERFORMANCE

The place of performance will be on-site at NAWCAD PAX or off-site at the Contractor's facility as required by the government. During the performance of tasks under this contract, the Contractor personnel shall be required to frequently commute between NAWCAD PAX and the Contractor's facility for the purpose of performing tasks that require the use of equipment and systems at the respective facility, and for the purpose of obtaining direction and instruction. The contractors must support meetings at NAWCAD PAX within 60 minutes of meeting notification.

#### 6.0 FACILITIES

The facility shall consist of engineering and support staff offices, design, implementation, document development and production equipment, and storage spaces as necessary to fulfill the requirements of this Statement of Work (SOW). The Contractor's facility shall meet the requirements of the DD Form 254 applicable to this contract. The contractor may be required to support meetings of as many as fifty people at the TOP SECRET level. Access to Government and Government-leased facilities is required for the performance this delivery order.

#### 7.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

The Contractor shall institute a documented property accountability system and procedures whereby all Government Furnished Property/Equipment (GFP/E) is tracked by documenting all pertinent information about property, including item nomenclature, serial number, and location. The Contractor shall make property reports available to the COR. Upon termination of the Contract, all GFP/E shall revert to the Government.

#### 8.0 TRANSMISSION OF INFORMATION, DOCUMENTS OR EQUIPMENT

All work produced under this contract shall become the property of the Government. No information, documents, or equipment shall be released to other parties by the Contractor without the approval of the Contracting Officer's Representative (COR) or the Contracting Officer.

#### 9.0 PERSONNEL QUALIFICATIONS

The descriptions below are provided solely as definitions for various labor categories with the minimum qualification levels expected of the personnel. The specialized experience shall have been obtained on C-130

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and/or P-3 aircraft programs in the field of endeavor indicated by the applicable labor categories listed below. Unless otherwise noted of each individual labor category, experience shall be obtained within the last seven years.

These labor categories do not represent required labor categories the offeror must propose in order to be considered technically acceptable, but if the offeror elects to use these labor categories the definitions are provided to facilitate a mutual understanding of the qualifications of the knowledge and skills of the proposed personnel.

#### 9.1 PROGRAM MANAGER

**Duties:** Acts as the overall manager and administrator for the contract effort. Serves as the primary interface and point of contact with the Government program authorities and representatives on program/project and contract administration issues. Supervises program/project operation by developing management procedures and controls, planning and directing project execution, and monitoring and reporting progress. Manages acquisition and employment of program/project resources. Manages and controls financial and administrative aspects of the program/project with respect to contract requirements.

**Experience:** Minimum of ten (10) years professional engineering or management experience in airborne C4ISR programs, with requirements development, design, test and evaluation required. At least five (5) years experience must be specifically managing Government contracts for NAVAIR aviation programs. The experience must show a progressively increasing level of management responsibility.

**Education:** A Bachelor's or Postgraduate Degree in Engineering, Scientific, Technical or Business Management discipline.

#### 9.2 SENIOR ENGINEER

**General Qualifications:**

**Duties:** Transforms system requirements into a detailed hardware/software architecture that allocates functions between modules, which work interdependently to perform the system functions. Ensures that all software is of modular design in accordance with state-of-the-art implementation practices, and maintains configuration control of developed software. Performs system trouble report analysis and recommends corrective actions. Performs detailed investigations for system problems analyzing input/output data timing, operating system task scheduling, database updates and integrity, and hardware/software compatibility.

**Experience:** Various depending on engineering subspecialty.

**Education:** A Bachelor's or Postgraduate Degree in Engineering or Physical Sciences discipline.

##### 9.2.1 SENIOR ENGINEER (SUBSPECIALTY Systems Engineering)

**Duties:** Performs technical feasibility assessments, system design development, system integration, verification and validation, technical risk analyses, metrics definition, and supportability and effectiveness analyses for state-of-the-art military avionics systems. Analyses are performed for all levels of total system product to include: concept, requirements, design, test, operation, maintenance and disposal. Ensures the logical and systematic conversion of customer or product requirements into total systems solutions and establishes project metrics to monitor developmental progress. Performs mission functional analysis, operational timeline analysis, detail trade studies, implementation requirements allocation between hardware and software, and between multiple avionics units, and defines detailed hardware and software avionics system specifications.

**Experience:** Minimum of seven and one half (7.5) years of system engineering experience and experience in requirements definition, software design, system development, and integration of real-time military aircraft avionics. Demonstrated expertise in the DOD systems acquisition process and the requirements for the design and integration of avionics for Navy aircraft. The experience must show a progressively increasing level of responsibility with respect to the complexity and difficulty of the engineering challenge.

##### 9.2.2 SENIOR ENGINEER (SUBSPECIALTY Communication Systems)

**Duties:** Performs technical feasibility assessments, system design development, system integration, verification and validation, technical risk analyses, metrics definition, and supportability and effectiveness analyses for state-of-the-art aircraft communication systems, to include line-of-sight and over-the-horizon voice and data link communications and communication security systems. Analyses are performed for all levels of the total system product life-cycle to include: concept, requirements, design, integration, test,

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operation, maintenance and disposal. Ensures the logical and systematic conversion of customer or product requirements into total system solutions and establishes project metrics to monitor developmental progress. Performs mission functional analysis, operational timeline analysis, detailed trade studies, determines implementation requirements allocation between hardware and software, and between multiple avionics units, and defines detailed hardware and software avionics system specifications.

Experience: Minimum of five (5) years of system engineering experience and experience in performing systems engineering functions for communication systems in the military or civil aviation domain.

#### 9.2.3 SENIOR ENGINEER (SUBSPECIALTY Navigation Systems)

Duties: Performs technical feasibility assessments, system design development, system integration, verification and validation, technical risk analyses, metrics definition, and supportability and effectiveness analyses for state-of-the-art aircraft navigation systems, to include inertial navigation systems, global positioning systems, air traffic management systems, and landing systems. Analyses are performed for all levels of the total system product life-cycle to include: concept, requirements, design, integration, test, operation, maintenance and disposal. Ensures the logical and systematic conversion of customer or product requirements into total system solutions and establishes project metrics to monitor developmental progress. Performs mission functional analysis, operational timeline analysis, detailed trade studies, determines implementation requirements allocation between hardware and software, and between multiple avionics units, and defines detailed hardware and software avionics system specifications.

Experience: Minimum of five (5) years of system engineering experience and experience in performing systems engineering functions for navigation systems in the military or civil aviation domain.

#### 9.2.4 SENIOR ENGINEER (SUBSPECIALTY Flight Safety Systems)

Duties: Performs technical feasibility assessments, system design development, system integration, verification and validation, technical risk analyses, metrics definition, and supportability and effectiveness analyses for state-of-the-art aircraft flight safety systems, to include Communication/Navigation/Surveillance and Air Traffic Management (CNS/ATM) systems, collision avoidance systems, ground proximity warning systems, flight data recorders and information storage, and cockpit flight instruments and displays. Analyses are performed for all levels of the total system product life-cycle to include: concept, requirements, design, integration, test, operation, maintenance and disposal. Ensures the logical and systematic conversion of customer or product requirements into total system solutions and establishes project metrics to monitor developmental progress. Performs mission functional analysis, operational timeline analysis, detailed trade studies, determines implementation requirements allocation between hardware and software, and between multiple avionics units, and defines detailed hardware and software avionics system specifications.

Experience: Minimum of five (5) years of system engineering experience and experience in performing systems engineering functions for flight safety systems in the military or civil aviation domain.

#### 9.2.5 SENIOR ENGINEER (SUBSPECIALTY Electronic Warfare Subsystems)

Duties: Perform technical feasibility assessments, system design development, system integration, verification and validation, technical risk analyses, metrics definition, and supportability and effectiveness analyses for integration of state-of-the-art Electronic Warfare systems into a variety of fixed-wing and rotary-wing aircraft. Perform analyses for all levels of total system product to include: concept, requirements, design, test, operation, maintenance and disposal. Ensure the logical and systematic conversion of customer or product requirements into total systems solutions and establishes project metrics to monitor developmental progress. Perform mission functional analysis, operational timeline analysis, detail trade studies, implementation requirements allocation between hardware and software, and between multiple avionics units, and define detailed hardware and software avionics system specifications. Review and prepare engineering and technical analyses reports, change proposals, and other technical documentation.

Experience: Minimum of five (5) years of system engineering experience and experience in performing general engineering functions for Electronic Warfare systems. The position also requires a demonstrated knowledge of the latest technical advances in Electronic Warfare systems acquisition process, and project management.

#### 9.2.6 SENIOR ENGINEER (SUBSPECIALTY Radar and Antenna Subsystems)

Duties: Perform technical feasibility assessments, system design development, system integration, verification and validation, technical risk analyses, metrics definition, and supportability and effectiveness

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analyses for integration of state-of-the-art Radar and antenna systems into a variety of fixed-wing and rotary-wing aircraft. Perform analyses for all levels of total system product to include: concept, requirements, design, test, operation, maintenance and disposal. Ensure the logical and systematic conversion of customer or product requirements into total systems solutions and establishes project metrics to monitor developmental progress. Perform mission functional analysis, operational timeline analysis, detail trade studies, implementation requirements allocation between hardware and software, and between multiple avionics units, and define detailed hardware and software avionics system specifications. Review and prepare engineering and technical analyses reports, change proposals, and other technical documentation.

Experience: The position requires a Bachelor's degree or equivalent training and experience in Electrical or Electronics Engineering. Minimum of five (5) years of system engineering experience and experience in general radar system design including microwave devices and T/R modules; phases array antennas; subsystems design, development, test, and integration; and system integration and test. In addition, at least five (5) years of this experience obtained working with long range, airborne surveillance radar systems. Knowledge of other avionics functions such as ESM, ECCM, comms, and alternative detection techniques is also required. This knowledge can be the result of either formal or on-the-job training. The position also requires a demonstrated knowledge of the latest technical advances in RADAR, the DOD weapon systems acquisition process, and project management.

#### 9.2.7 SENIOR ENGINEER (SUBSPECIALTY EO and IR Subsystems)

Duties: Perform technical feasibility assessments, system design development, system integration, verification and validation, technical risk analyses, metrics definition, and supportability and effectiveness analyses for integration of state-of-the-art Electro Optic sensor systems into a variety of fixed-wing and rotary-wing aircraft. Perform analyses for all levels of total system product to include: concept, requirements, design, test, operation, maintenance and disposal. Ensure the logical and systematic conversion of customer or product requirements into total systems solutions and establishes project metrics to monitor developmental progress. Perform mission functional analysis, operational timeline analysis, detail trade studies, implementation requirements allocation between hardware and software, and between multiple avionics units, and define detailed hardware and software avionics system specifications. Review and prepare engineering and technical analyses reports, change proposals, and other technical documentation. Apply engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate Electro Optic Sensor systems.

Experience: Minimum of five (5) years of system engineering experience and experience in performing systems engineering functions for Electro Optic systems in the military or civil aviation domain.

#### 9.2.8 SENIOR ENGINEER (SUBSPECIALTY Airborne Information Processing Systems)

Duties: Performs technical feasibility assessments, system design development, system integration, verification and validation, technical risk analyses, metrics definition, and supportability and effectiveness analyses for state-of-the-art aircraft integrated core processing systems and information management. This includes the overall avionics architecture, processors, preprocessors, memories, network technologies, and the management of information within the avionics architecture, as well as both hardware and computer operating-system software for these systems. Analyses are performed for all levels of the total system product life-cycle to include: concept, requirements, design, integration, test, operation, maintenance and disposal. Ensures the logical and systematic conversion of customer or product requirements into total system solutions and establishes project metrics to monitor developmental progress. Performs mission functional analysis, operational timeline analysis, detailed trade studies, determines implementation requirements allocation between hardware and software, and between multiple avionics units, and defines detailed hardware and software avionics system specifications.

Experience: Minimum of five (5) years of system engineering experience and experience in performing systems engineering functions for information processing systems in the military or civil aviation domain.

#### 9.3 ENGINEER

Duties: Applies engineering principles to investigate, analyze, plan, design, develop, implement, test or evaluate systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing or acquisition and resource management. Analyzes, designs, develops, implements, tests or evaluates automated data processing software related to

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engineering or functional requirements of systems, associated support systems, or management information systems.

Experience: Minimum of two (2) years of professional engineering experience in the design, development, coding, integration, and test of real-time state-of-the-art complex systems. Demonstrated expertise in system design, integration, requirements definition, module, unit, and system level testing.

Education: A Bachelor's Degree in Engineering or Physical Sciences discipline.

#### 9.4 JUNIOR ENGINEER

Duties: Applies engineering principles to investigate, analyze, plan, design, develop, implement, test or evaluate systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing or acquisition and resource management. Analyzes, designs, develops, implements, tests or evaluates automated data processing software related to engineering or functional requirements of systems, associated support systems, or management information systems.

Experience: No post degree experience required.

Education: A Bachelor's Degree in Engineering or Physical Sciences discipline.

#### 9.5 TECHNICIAN

Duties: Applies engineering techniques, principles and precedents to develop, design, modify, install, test, evaluate or operate electrical, electronic, avionic, mechanical, communications, stores, armaments/ordnance, or related data processing data processing systems for systems or associated support equipment or facilities. Maintains, repairs, inspects, troubleshoots, or programs systems equipment or components. Reviews, analyzes, develops, prepares or applies engineering, technical or maintenance specifications, policies, standards or procedures. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data and results.

#### 9.6 PROJECT ANALYST

Duties: Reviews, interprets, evaluates and advises project leaders on the operational system requirements to support the development of technical requirements, concepts of operations, requirements definition, technology development/insertion, systems acquisition/interoperability and avionics hardware/software performance in both a simulated and real time operational environment. Formulates specific approaches, plans and strategies to develop and evaluate overall avionics and aircraft integration and functionality. Leads special studies to ensure fleet operational environment, human factor concerns and other constraints are considered in proposing the next generation of C4ISR systems development and special sensor system integration or installations. Develops acquisition strategies, block upgrades, formal preplanned product improvements and technology roadmaps that include checks and balances, system tradeoffs and requirements control that reflect an operational system that meets fleet needs.

#### 9.7 SYSTEMS ANALYST

Duties: Conducts analysis and assessments of operational and emerging Avionics or sensor systems or suite of systems, installation, integration and performance. Compares simulated or theoretical operations with known fleet performance, existing operation parameters, and overall system integration. Helps develop test criteria, validates schedule and cost estimates and fleet acceptance based on fleet experience and training. Conducts analyses of complex data bases involving intelligence/information warfare, threat data, system/suite performance and fleet operations. Utilize this technical data to develop program plans, technical approaches and strategic roadmaps. Assesses proposed systems acquisition to known data, and threats to determine vulnerability, susceptibility and effectiveness.

#### 9.8 TECHNICAL EDITOR/WRITER

Duties: Writes, in clear and concise language, such technical documents as requirements specifications, test procedure manuals, operator manuals, and related technical publications concerned with development, installation and operation of systems. Includes writing such technical documentation as operational specifications, bulletins, articles, service manuals, and marketing publications. Acquires or verifies knowledge of subject by interviewing workers engaged in developing products, observing the performance

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or operating the product, referring to blueprints, sketches or engineering drawings.

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## SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award Basic Contract.

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## SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e basic contract.

252.246-7000 Material Inspection and Receiving Report(MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

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## SECTION F DELIVERIES OR PERFORMANCE

### DELIVERY INFORMATION

#### CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

1000 One (1) year after contract award Lot Dest. N/A

1200 One (1) year after option exercise Lot Dest. N/A

1300 One (1) year after option exercise Lot Dest. N/A

\*\* CLIN 1000 period of performance is extended to 31 December for all BUT statement of work paragraphs 3.1 (a)-(d), (g)-(h), (l) and (m), 3.2, 3.3 (a) and (b), 3.4 (d), 3.6 and 3.7.

#### F-1 Task Order Options

(b) The Government may extend the term of this order by written notice to the Contractor within 5 days of the end of the current period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension.

(c) If the Government exercises this option, the extended order shall be considered to include this option provision.

(d) The total duration of this order, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

#### 52.217-5 -- Evaluation of Options.

##### Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

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## SECTION G CONTRACT ADMINISTRATION DATA

### Accounting Data

SLINID	PR Number	Amount
100001	0010157000	200000.00
LLA :		
AA 9740300 56SF SD4 52S45 1 50000C M 030000 000000005030 0		
MOD 1		
100002	0010158201	150000.00
LLA :		
AB9750300 56SF SD5 52S45 1 5SDP00 00 00CM14 0000000050300 0		
MOD 3		
100003	0010162843	200000.00
LLA :		
AC AA 9740300 56SF SD4 52S45 1 50000C M 030000 000000005030 0		
MOD 4		
100004	0010164830	360000.00
LLA :		
AD AA 9740300 56SF SD4 52S45 1 50000C M 030000 000000005030 0		
MILSTRIP: F2VUC05215G001		
AA 9740300 56SF SD4 52S4 515000 0CM030 00000 000000 503000 F03000		
FSR: 075923 PSR: C33725 DSR: 405559		
MOD 5		
100005	0010164830	200000.00
LLA :		
AE AA 9740300 56SF SD4 52S45 1 50000C M 030000 000000005030 0		
MIPR: AA 9740300 56SF SD4 52S4 515000 0CM030 00000 000000 503000 F03000		
FSR: 075923 PSR: C33725 DSR: 405559		
MOD 6		
100006	0010172481	345543.00
LLA :		
AF AA 9740300 56SF SD4 52S45 1 50000C M 030000 000000005030 0		
MOD 7		
100007	0010174578	67905.00
LLA :		
AG 9740300 56SF SD4 52S45 1 50000C M0 600000 0000000050300 0		
MIPR: F2VUC06062G001		
AA 9740300 56SF SD4 52S4 515000 0CM060 00000 000000 503000 F03000		
FSR: 075923 PSR: C21982 DSR: 054288		
MOD 8		
100008	0010176312	355000.00
LLA :		
AH 9760100 56SF SC6 52S44 K CA6601 00 005920 001640450300 0		
MIPR F2VUC06101G003: AA 9760100 56SF SC6 52S4 4KCA66 010000 59200 016404 503000 F03000		
FSR: 031936 PSR: 050766 DSR: 158927		
MOD 9		
100009	0010176312	300000.00
LLA :		
AJ 9760400 56SF SE6 52S4D 4 76CS00 00 005920 004640450300 0		
MIPR F2VUC06041G001: AA 9760400 56SF SE6 52S4 D476CS 000000 59200 046404 503000 F03000		
FSR: 073698 PSR: A51636 DSR: 226973		
MOD 10		
100010	0010174489	252308.00
LLA :		
AK 1761506 45BT 251 00019 0 050119 2D 000000		
COST CODE: PMA207AB1066		
MOD 11		
100011	0010182377	119000.00
LLA :		
AL 9760100 56SF SC6 52S44 K CA6601 00 0005920 001640450300 0		
MIPR: AA 9760100 56SF SC6 52S4 4KCA66 010000 59200 016404 503000 F03000		
FSR: 006532 PSR: 241814 DSR: 196068		
O&M funding to support pgm mgmt		
MOD 12		
100012	0010182377	304981.00
LLA :		
AM 9760400 56SF SE6 52S4D 4 76CS00 00 005920 004640450300 0		
MIPR: AA 9760400 56SF SE6 52S4 D476CS 000000 59200 046404 503000 F03000 FSR: 073698 PSR: A51636 DSR: 226973		
RDT&E funding to support MPD efforts		
MOD 13		
100013	0010183398	92311.00
LLA :		
AN 1761319 M7KE 250 67854 0 067443 2D C4002A		
Cost Code: 00006RCR6EF3		

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MOD 13  
100010 0010174489 (184000.00)  
LLA :  
AK 1761506 45BT 251 00019 0 050119 2D 000000  
COST CODE: PMA207AB1066

MOD 14  
100010 0010174489 184000.00  
LLA :  
AK 1761506 45BT 251 00019 0 050119 2D 000000  
COST CODE: PMA207AB1066

Task Order Manager  
David Michael Allocca, 4.5.6  
Bldg 2185, Code 4.5.6; RM 1100A1  
Patuxent River, MD 20670  
david.allocca@navy.mil  
301-863-0607

#### TOM APPOINTMENT

(a) The Task Order Ordering Officer hereby appoints the above stated individual as the Task Order Manager (TOM) for this task order.

(b) The TOM is responsible for those specific functions assigned in the Task Order Appointment Memo.

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

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

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

#### ESTIMATED

#### ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

1000 \$2,772,803.00 \$174,245.00 8 Sep 2006

100010, 100013 30 Sep 2006

(To be provided at task order award)

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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

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

#### FUNDING PROFILE

It is estimated that these incremental funds will provide for [ if LOE, enter the number of hours; if

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completion or supply enter items and quantities ] The following details funding to date:

Total

Contract Funds This Previous Funds Balance

CPFF Action Funding Available Unfunded

\$3,706,763 \$92,311 \$2,854,737 \$2,947,048 \$759,715

(end of clause)

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

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

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

(2) WAWF Vendor “Quick Reference” Guides are located at the following web site:  
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>

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

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

WAWF Invoice Type:

Access the following web site for information on invoice types:

[http://www.wawftraining.com/courses/\\_content\\_package/content\\_files/menuTree.html](http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html)

Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC Enter DODAAC of the activity issuing the contract.

Admin Office DODAAC: Enter Admin Office DODAAC

Inspector DODAAC (if applicable): Enter Inspector DODAAC, or leave blank

Ship To DODAAC (for Combo),

Service Acceptor DODAAC (for 2 in 1),

Service Approver DODAAC (for Final Cost Voucher) (if applicable) Enter DODAAC

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

Local Processing Office (LPO –if applicable): Enter LPO DODAAC (Local Admin), or leave blank (DCMA Admin)

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

Paying Office DODAAC: Enter Paying Office DODAAC Located on Contract

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

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

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

Task Order Manager, David Allocca, [david.allocca@navy.mil](mailto:david.allocca@navy.mil)

Contract Specialist, Kelly Chism, [kelly.chism@navy.mil](mailto:kelly.chism@navy.mil)

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252.232-7003 Electronic Submission of Payment Requests (JAN 2004)

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

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

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

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

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

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

(End of Clause)

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS)

(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 the first and final invoices, which shall be submitted to the contract auditor at the following address:

DCAA

San Fernando Valley Branch Office- 04231

6230 Van Nuys Blvd Fed Bldg RM 2001

Van Nuys, CA 91401

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

Task Order Manager

David Michael Allocca, 4.5.6

Bldg 2185, Code 4.5.6; RM 1100A1

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Patuxent River, MD 20670

david.allocca@navy.mil

301-863-0607

Contract Specialist

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 the 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 (30) 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).
  - (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 required with each invoice submittal.

is required only with the final invoice.

\_\_\_\_\_ is not required.

(f) A Certificate of Performance

\_\_\_\_\_ shall be provided with each invoice submittal.

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.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The Contractor shall provide an English translation if the vendor invoice is written in a foreign language.

5252.232-9503 INVOICE INSTRUCTIONS (MAR 1999) (NAVAIR)

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(a) General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to TBD at Time of Award.

(b) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment, dated TBD at Time of Award, make payment of this invoice to TBD at Time of Award.

(c) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

#### 5252.232-9504 INSTRUCTIONS TO PAYING OFFICE (MAY 1998) (NAVAIR)

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

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation or when multiple ACRNs are used, disbursements will be prorated in proportion to the unliquidated balance within a CLIN or SLIN, if assigned.

(c) Progress Payments will be prorated based upon the unliquidated balance of all ACRN(s) assigned.

#### 5252.232-9510 PAYMENT OF FIXED FEE (AUG 2003) (NAVAIR)

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

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

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

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

(End of clause)

#### 5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (FEB 2000) (NAVAIR)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) through the Joint Electronic Document Access (JEDA) System. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment by Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure

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the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

(End of Clause)

5252.232-9521 PAYMENT INQUIRIES (AUG 1998) (NAVAIR)

Inquiries regarding payment should be referred to:

DFAS COLUMBUS/WEST ENTITLEMENT

5252.242-9511 CONTRACT ADMINISTRATION DATA (MAY 1998) (NAVAIR)

(a) Contract Administration Office.

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

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: N/A

(3) The Accounting Classification Reference Numbers (ACRN) assigned by the Naval Air Systems Command shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by Naval Air Systems Command, the contract administration office may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7104).

(4) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP)) Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office.

(b) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below:

N/A

(c) Paying Office. The disbursing office which will make payments is designated as follows:

DFAS- Columbus West Entitlement

(d) Remittance Address. The address to which payments should be mailed by the Government is:

New Directions Technologies, Inc.

Attn: Terry Morrison

137 W. Drummond Ave.

Ridgecrest, CA 93555

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### CLAUSES INCORPORATED BY FULL TEXT

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (SEP 1999) (NAVAIR)

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in individual delivery orders issued under the contract. The individual delivery orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

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

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

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

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

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

(e) Contracting restrictions. {Check the restrictions that apply}

[x] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of two (2) years after the conclusion of performance on

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this contract and any resultant delivery orders. (FAR 9.505-1(a))

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

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

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

[x] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

[x] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense within two (2) years after the conclusion of performance on this contract and any resultant delivery orders. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(End of clause)

#### 5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (JULY 2003)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page. For questions regarding the site, you may contact the Special Assistance Desk at (215) 697-2179. Requests may also be made by FAX and must contain each desired AMSLD, DID, or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L) and the requestor's complete mailing address. A maximum of one (1) copy of each document will be issued. Requests should be faxed to (215) 697-1462.

(End of clause)

#### 5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 1994) (NAVAIR)

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

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

(End of Clause)

#### 5252.227-9501 INVENTION DISCLOSURES AND REPORTS (MAY 1998) (NAVAIR)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall

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submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Patent Clerk

Rosedale Yannayon

Bldg 435, Unit 7

NAWCAD, Code 11.2

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(end of clause)

#### 5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992) (NAVAIR)

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

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

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any use or misuse of the information, technical data or specifications in this contract. It shall not be liable for any patent infringement or contributory patent infringement. The Government neither warrants the adequacy nor the completeness of the information, technical data or specifications in this contract.

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

(end of clause)

#### 5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT (OCT 2002) (NAVAIR)

(a) The Naval Air Systems Command (NAVAIR) is the owner of all right, title, and interest within the United States of America in and to the trademark set forth below.

(b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the products and services identified under this contract. The contractor shall insure the designation "TM" in superscript format is placed adjacent to the trademark in connection with each use or display thereof.

(c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at:

<https://projectgoldenwing.navair.navy.mil/index.cfm?fuseaction=styleguide>

(d) The contractor shall not use the trademark in any inappropriate or offensive manner or in any manner that could disparage the United States military services. Additionally, the trademark may not be placed in an area that would be construed as offensive.

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(e) Items to be delivered under this contract that bear the trademark shall be of the quality specified in the contract. The quality of any other item bearing the trademark shall adhere to the standards of quality for such items.

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior to exercise of any of the rights granted under this clause, provide written notification to the contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

(End of Clause)

#### 5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (MAR 2000) (NAVAIR)

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

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

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

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

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

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

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the TOM. Reimbursement of such rental shall be

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made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

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

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

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

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

#### 5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (JUL 1998) (NAVAIR)

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

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

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

#### 5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992) (NAVAIR)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is

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issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

TBD at Time of Award

5252.245-9500 I GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (APR 1998) - ALTERNATE I (APR 1998) (NAVAIR)

(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract No(s): TBD at Time of Award

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101):

TBD at Time of Award

(3) Special Test Equipment (as defined in FAR 45.101):

TBD at Time of Award

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301):

TBD at Time of Award

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

TBD at Time of Award

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and

(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

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(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301):

TBD at Time of Award

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

TBD at Time of Award

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations.

TBD at Time of Award

(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property

Bailment Agreement

Under which

(2) Description Serial Number Accountable

TBD at Time of Award

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The estimated cost, and fee, if any, of this contract makes full allowance for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

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(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land not owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

## SECTION H

### H-1 SECURITY CLEARANCE

No award will be made to any offeror, that does not possess a facility security clearance issued by the Defense Investigative Service at the Top Secret level. NAVAIR will initiate appropriate security clearance action for any apparent successful offerors that do not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

### H-2 COMPRESSED WORK SCHEDULE (CWS)

The Contractor awarded this contract, with agreement by the Task Order Management (TOM)/Contracting Officer's Representative (COR), may allow its employees to work a CWS schedule. Any contractor that chooses to allow its employees to work a CWS schedule in support of this contract, agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the government. Furthermore, all contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government facility.

### H-3 RESERVED

### H-4 TARGETS FOR THE SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION PROGRAM

The targets for the Small Disadvantaged Business Participation Program are:

Name of Contractor NAICS Group Total Dollars Percentage\*

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

e. \_\_\_\_\_



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## SECTION I CONTRACT CLAUSES

Clauses specified in Section I of the SeaPort-e basic contract are incorporated into this order if applicable.

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## SECTION J LIST OF ATTACHMENTS

CDRLs

Attachment 1 - DD254