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GENERAL INFORMATION

The purpose of this modification is to:

- 1) Add incremental funding to Section G; and to,
- 2) Update the Funding Profile and Allotment of Funds chart in Section H.

Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased

The total value of the order is hereby increased f

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7301AG		11/5/2018 - 11/30/2018
7301AH		11/5/2018 - 11/30/2018
9301AF		11/5/2018 - 11/30/2018

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Training and Readiness Software Development and Technical Support - Labor In Accordance With the PWS in Section C. (Fund Type - TBD)					\$0.00
7001		Training and Readiness Software Development and Technical Support - Labor In Accordance With the PWS in Section C.					\$4,866,060.00
7001AA	R425	Training and Readiness Software Development and Technical Support - Labor In Accordance With the PWS in Section C. (Fund Type - TBD)					\$11,856.47
7001AB	R425	Funding for TI#1, LI 01. 2410 (a) Authority is hereby invoked.					\$124,000.00
7001AC	R425	Funding for TI #3, LI 01.2410 (a) Authority is hereby invoked.					\$30,173.00
7001AD	R425	Funding for TI #1, LI 01. 2410 (a) Authority is hereby invoked.					\$850,000.00
7001AE	R425	Funding for TI #3, LI 01. 2410 (a) Authority is hereby invoked.					\$129,401.00
7001AF	R425	Funding for TI #3, LI 01. 2410 (a) Authority is hereby invoked.					\$82,793.00
7001AG	R425	Funding for TI #5, LI 01. 2410 (a) Authority is hereby invoked.					\$445,000.00
7001AH	R425	Funding for TI #4, LI 01.					\$30,547.00
7001AJ	R425	Funding for TI#1, LI01. IAW SOW sections C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 and C.3.6.					\$341,475.00
7001AK	R425	Funding for TI#1, LI04. IAW SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 and C.3.6.					\$38,486.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001AL	R425	Funding for TI#3, LI01. For SOW C.3.1, C.3.2, C.3.4, C.3.5, C.3.6.					\$21,455.88
7001AM	R425	Funding for TI#2, LI01. For SOW C.3.1, C.3.2, C.3.4, C.3.5, C.3.6.					\$59,500.00
7001AN	R425	Funding for TI# 1, LI03. For SOW C.3.1, C.3.2, C.3.4, C.3.5, C.3.6.					\$110,000.00
7001AP	R425	Funding for TI# 3, LI04. For SOW C.3.1, C.3.2, C.3.4, C.3.5, C.3.6.					\$80,000.00
7001AQ	R425	Funding for TI #1, LI 01. For C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 , C.3.6.					\$866,570.00
7001AR	R425	Funding for TI #3, LI 01. For C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 , C.3.6.					\$100,000.00
7001AS	R425	Funding for TI #1, LI 01. For C.3.1, C.3.2, C.3.3, C.3.4, C.3.6.					\$108,590.00
7001AT	R425	Funding for TI#1, LI02. IAW SOW sections C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 and C.3.6.					\$1,369,322.65
7001AU	R425	Funding for TI#3, LI01. IAW SOW sections C.3.3.6, C.3.3.7					\$40,000.00
7001AV	R425	Funding for TI#2, LI03. For SOW C.3.1, C.3.2, C.3.4, C.3.5, C.3.6.					\$22,890.00
7001AW	R425	Funding for TI#2, LI05. For SOW C.3.1, C.3.2, C.3.4, C.3.5, C.3.6.					\$4,000.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		CDRLs, Technical Data, and Computer Software - in support of CLIN 7000	1.0	LO			NSP

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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	OPTION 1 - Training and Readiness Software Development and Technical Support - Labor in Accordance with Section C of the PWS (Fund Type - TBD)					\$0.00
7101		OPTION 1 - Training and Readiness Software					\$5,930,490.00
7101AA	R425	OPTION 1 - Training and Readiness Software (Fund Type - TBD)					\$9,988.15
7101AB	R425	Funding for TI#50Y1, LI01, 03, 05. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 C.3.6, and C.3.7.					\$96,500.00
7101AC	R425	Funding for TI#10Y1 and TI#30Y1, LI01. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 and C.3.6.					\$1,203,156.00
7101AD	R425	Funding for TI#30Y1, LI01. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 and C.3.6.					\$14,104.14
7101AE	R425	Funding for TI#30Y1, LI02. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 and C.3.6. OWLD 1/31/2018.					\$68,530.00
7101AF	R425	Funding for TI#30Y1, LI03. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 and C.3.6. OWLD 4/30/2019.					\$0.00
7101AG	R425	Funding for TI#30Y1, LI04. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 and C.3.6. OWLD 8/31/2020.					\$0.00
7101AH	R425	Funding for TI#30Y1, LI05. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 and C.3.6. OWLD 1/31/2020.					\$57,750.00
7101AJ	R425	Funding for TI#30Y1, LI06. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 and C.3.6. OWLD 5/31/2021.					\$0.00
7101AK	R425	Funding for TI#30Y1, LI01. For SOW C.3.3, C.3.4, C.3.5 and C.3.6.					\$34,000.00
7101AL	R425	Funding for TI#50Y1, LI03. For SOW C.3.3, C.3.4, C.3.5 C.3.6, and C.3.7.					\$93,443.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101AM	R425	Funding for TI#50Y1, LI05. For SOW C.3.3, C.3.4, C.3.5 C.3.6, and C.3.7. 2410 (a) Authority is hereby invoked.					\$1,392,686.00
7101AN	R425	Funding for TI#60Y1, LI01. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 C.3.6, and C.3.7.					\$6,400.00
7101AP	R425	Funding for TI#30Y1, LI01. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 C.3.6.					\$77,824.96
7101AQ	R425	Funding for TI#30Y1, LI02. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 C.3.6.					\$81,941.75
7101AR	R425	Funding for TI#10Y1, LI01. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 C.3.6.					\$480,000.00
7101AS	R425	Funding for TI#10Y1, LI03. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 C.3.6.					\$200,000.00
7101AT	R425	Funding for TI#50Y1, LI01. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, and C.3.6.					\$30,150.00
7101AU	R425	Funding for TI#10Y1, LI01. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, and C.3.6.					\$605,000.00
7101AV	R425	Funding for TI#10Y1, LI05. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, and C.3.6.					\$289,333.00
7101AW	R425	Funding for TI#10Y1, LI06. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, and C.3.6.					\$238,977.00
7101AX	R425	Funding for TI#10Y1, LI07. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, and C.3.6.					\$794,737.00
7101AY	R425	Funding for TI#10Y1, LI08. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, and C.3.6.					\$0.00
7101AZ	R425	Funding for TI#70Y1, LI01. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, and C.3.6.					\$41,000.00
7101BA	R425	Funding for TI#20Y1, LI01. For SOW C.3.1, C.3.2, C.3.3,					\$45,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		C.3.4, C.3.5, C.3.6, C.3.7.					
7101BB	R425	Funding for TI#50Y1, LI01. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$0.00
7101BC	R425	Funding for TI#80Y1, LI01. For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$69,969.00

For Cost Type / NSP Items

7199	Option 1 CDRLs, Technical Data, and Software in support of CLIN 7100	1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	OPTION 2 - Training and Readiness Software Development and Technical Support - Labor in Accordance with Section C of the PWS (Fund Type - TBD) Option					\$0.00
7201		OPTION 1 - Training and Readiness Software					\$7,086,648.00
7201AA	R425	OPTION 2 - Training and Readiness Software (Fund Type - TBD)					\$208,484.86
7201AB	R425	Funding for TI#10Y2, TI#30Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$1,584,274.00
7201AC	R425	Funding for TI#10Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$445,480.00
7201AD	R425	Funding for TI#10Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7. 2410 (a) Authority is hereby invoked.					\$30,247.00
7201AE	R425	Mod 47 - deobligated \$46,551.72. Mod 46 - Funding reduced by \$11,000. Realigned to 9201AE. Funding for TI#30Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$601.10

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201AF	R425	Funding for TI#30Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$58,152.43
7201AG	R425	Funding for TI#30Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$58,152.43
7201AH	R425	Funding for TI#30Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$58,152.43
7201AJ	R425	Funding for TI#30Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$35,410.68
7201AK	R425	Funding for TI#30Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$35,410.68
7201AL	R425	Funding for TI#30Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7. De-ob \$777.17 on Mod 43.					\$0.00
7201AM	R425	Funding for TI#10Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7. De-ob \$344.17 on Mod 43.					\$127,014.83
7201AN	R425	Funding for TI#50Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7. 2410 (a) Authority is hereby invoked.					\$523,000.00
7201AP	R425	Funding for TI#10Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$682,000.00
7201AQ	R425	Funding for TI#50Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7. 2410 (a) Authority is hereby invoked.					\$135,900.00
7201AR	R425	Funding for TI#10Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7. 2410 (a) Authority is hereby invoked.					\$380,513.26
7201AS	R425	Funding for TI#20Y2, For SOW C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$10,000.00
7201AT	R425	Funding for TI#50Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$472,923.00
7201AU	R425	Funding for TI#90Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$57,400.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201AV	R425	Funding for TI#10Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$450,000.00
7201AW	R425	2410(a) Authority is hereby invoked. Funding for TI#30Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$92,536.70
7201AX	R425	2410(a) Authority is hereby invoked. Funding for TI#30Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$125,654.51
7201AY	R425	2410(a) Authority is hereby invoked. Funding for TI#30Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.					\$70,413.09
7201AZ	R425	Funding for TI#50Y2, For SOW C.3.2, C.3.3, C.3.4, C.3.5, C.3.6.					\$187,000.00
7201BA	R425	Funding for TI#50Y2, For SOW C.3.1-C.3.6.De-obligated \$200,000 on Mod 47.					\$120,477.00
7201BB	R425	Funding for TI#50Y2, For SOW C.3.1-C.3.7. (O&MAFR)					\$50,545.00
7201BC	R425	Funding for TI#1 OY2, For SOW C.3.1-C.3.7.					\$111,861.00
7201BD	R425	Funding for TI#1 OY2, For SOW C.3.1, C.3.4-C.3.7.					\$112,790.00
7201BE	R425	Funding for TI#50Y2, For SOW C.3.2-C.3.6.					\$195,421.00
7201BF	R425	Funding for TI#50Y2, For SOW C.3.1-C.3.6.					\$71,477.00
7201BG	R425	Funding for TI#20Y2, For SOW C.3.1-C.3.7.					\$11,000.00
7201BH	R425	Funding for TI#1 OY2, For SOW C.3.1-C.3.7.					\$353,604.00
7201BJ	R425	Funding for TI#1 OY2, For SOW C.3.1 - C.3.7. 10 U.S.C. 2410a authority is hereby invoked for this SLIN.					\$142,114.00
7201BK	R425	Funding for TI#1 OY2, For SOW C.3.1, C.3.2, C.3.4- C.3.7.					\$76,638.00
7201BL	R425	Funding for TI#20Y2, For SOW C.3.1.					\$12,000.00

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For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Option 2 CDRLs, Technical Data, and Software in support of CLIN 7200	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301		OPTION 3 - Training and Readiness Software Development and Technical Support - Labor in Accordance with Section C of the				\$2,050,000.00	
7301AA	R425	OPTION 3 - Training and Readiness Software (Fund Type - TBD)				\$178,377.00	
7301AB	R425	Funding for TI#10Y3, For SOW C.3.1 - C.3.7				\$781,301.00	
7301AC	R425	Funding for TI#30Y3, For SOW C.3.1 - C.3.7				\$28,415.00	
7301AD	R425	Funding for TI#30Y3, For SOW C.3.1 - C.3.7				\$191,555.00	
7301AE	R425	Funding for TI#50Y3, For SOW C.3.1 - C.3.6 10 USC 2410 (a) Authority is hereby invoked.				\$700,000.00	
7301AF	R425	Funding for TI#10Y3				\$23,752.00	
7301AG	R425	Funding for TI#90Y3				\$71,600.00	
7301AH	R425	Funding for TI#90Y3				\$75,000.00	

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Option 3 CDRLs, Technical Data, and Software in support of CLIN 7301	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	R425	ODCs in Support of CLIN 7000 (Fund Type - TBD)	1.0	LO	\$0.00		
9001		ODCs in support of CLIN 7001				\$165,864.00	

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9001AA	R425	ODCs in support of CLIN 7001 (Fund Type - TBD)	1.0	LO	\$0.00
9001AB	R425	Funding for TI #1, LI 02. 2410 (a) Authority is hereby invoked.	1.0	LO	\$5,000.00
9001AC	R425	Funding for TI #3, LI 02. 2410 (a) Authority is hereby invoked.	1.0	LO	\$5,000.00
9001AD	R425	Funding for TI #1, LI 02. 2410 (a) Authority is hereby invoked.	1.0	LO	\$20,000.00
9001AE	R425	Funding for TI #3, LI 02. 2410 (a) Authority is hereby invoked. 2410 (a) Authority is hereby invoked.	1.0	LO	\$15,000.00
9001AF	R425	Funding for TI #3, LI 02. 2410 (a) Authority is hereby invoked.	1.0	LO	\$7,000.00
9001AG	R425	Funding for TI #5, LI 02. 2410 (a) Authority is hereby invoked.	1.0	LO	\$30,000.00
9001AH	R425	Funding for TI #4, LI 02. For C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 , C.3.6.	1.0	LO	\$500.00
9001AJ	R425	Funding for TI #1, LI 02. For C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 , C.3.6.	1.0	LO	\$5,000.00
9001AK	R425	Funding for TI#2, LI02. For SOW C.3.1, C.3.2, C.3.4, C.3.5, C.3.6.	1.0	LO	\$500.00
9001AL	R425	Funding for TI #3, LI 05. For C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 , C.3.6.	1.0	LO	\$10,000.00
9001AM	R425	Funding for TI #1, LI 02. For C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 , C.3.6.	1.0	LO	\$20,000.00
9001AN	R425	Funding for TI #1, LI 03. For C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 , C.3.6.	1.0	LO	\$15,000.00
9001AP	R425	Funding for TI #2, LI 04. For C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 , C.3.6.	1.0	LO	\$30,864.00
9001AQ	R425	Funding for TI #2, LI 06. For C.3.1, C.3.2, C.3.3, C.3.4, C.3.5 , C.3.6.	1.0	LO	\$2,000.00
9100	R425	ODCs in Support of CLIN 7101 (Fund Type - TBD)	1.0	LO	\$0.00
9101		ODCs in Support of CLIN 7101			\$334,249.00
9101AA	R425	ODCs in Support of CLIN 7101 (Fund Type - TBD)	1.0	LO	\$3,449.53
9101AB	R425	ODCs in Support of CLIN 7101 LI 02 TI#5OY1	1.0	LO	\$8,500.00
9101AC	R425	ODCs in Support of CLIN 7101 LI 02 TI#1OY1 and TI#3OY1	1.0	LO	\$37,176.47
9101AD	R425	ODCs in Support of CLIN 7101 LI 02 TI#3OY1.	1.0	LO	\$10,000.00
9101AE	R425	ODCs in Support of CLIN 7101 LI 04 TI#5OY1.	1.0	LO	\$10,000.00
9101AF	R425	ODCs in Support of CLIN 7101 LI 06 TI#5OY1. 2410 (a) Authority is hereby invoked.	1.0	LO	\$192,000.00
9101AG	R425	ODCs in Support of CLIN 7101 LI 02 TI#1OY1.	1.0	LO	\$20,000.00
9101AH	R425	ODCs in Support of CLIN 7101 LI 02 TI#5OY1.	1.0	LO	\$4,500.00
9101AJ	R425	ODCs in Support of CLIN 7101 LI 02 TI#7OY1.	1.0	LO	\$23,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9101AK	R425	ODCs in Support of CLIN 7101 LI 02 TI#50Y1. 2410 (a) Authority is hereby invoked.	1.0	LO	\$100.00
9101AL	R425	ODCs in Support of CLIN 7101 LI 02 TI#80Y1.	1.0	LO	\$25,523.00
9200	R425	ODCs in Support of CLIN 7200 (Fund Type - TBD)	1.0	LO	\$0.00
9201		ODCs in Support of CLIN 7200			\$293,652.00
9201AA	R425	ODCs in Support of CLIN 7200 (Fund Type - TBD)	1.0	LO	\$27,269.45
9201AB	R425	ODCs in Support of CLIN 7200 TI#10Y2, TI#30Y2	1.0	LO	\$60,000.00
9201AC	R425	ODCs in Support of CLIN 7200 TI#10Y2	1.0	LO	\$100.00
9201AD	R425	ODCs in Support of CLIN 7200 TI#10Y2. 2410 (a) Authority is hereby invoked.	1.0	LO	\$10,898.00
9201AE	R425	ODC in support of CLIN 7201 TI#30Y2. Mod 46 - realigned \$11,000 from 7201AE.	1.0	LO	\$11,100.00
9201AF	R425	ODC in support of CLIN 7201 TI#30Y2	1.0	LO	\$100.00
9201AG	R425	ODC in support of CLIN 7201 TI#30Y2	1.0	LO	\$100.00
9201AH	R425	ODC in support of CLIN 7201 TI#30Y2	1.0	LO	\$100.00
9201AJ	R425	ODC in support of CLIN 7201 TI#30Y2	1.0	LO	\$100.00
9201AK	R425	ODC in support of CLIN 7201 TI#30Y2	1.0	LO	\$100.00
9201AL	R425	ODC in support of CLIN 7201 TI#30Y2	0.0	LO	\$0.00
9201AM	R425	ODC in support of CLIN 7201 TI#10Y2	1.0	LO	\$1,000.00
9201AN	R425	ODC in support of CLIN 7201 TI#50Y2. 2410 (a) Authority is hereby invoked.	1.0	LO	\$80,000.00
9201AP	R425	ODC in support of CLIN 7201 TI#10Y2	1.0	LO	\$633.00
9201AQ	R425	ODC in support of CLIN 7201 TI#10Y2, 10 USC 2410 (a) Authority is hereby invoked.	1.0	LO	\$22,823.55
9201AR	R425	Funding for TI#50Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7. Mod 49, Deob \$10,000.	1.0	LO	\$0.00
9201AS	R425	Funding for TI#90Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7.	1.0	LO	\$5,000.00
9201AT	R425	ODC in support of CLIN 7201 TI#10Y2	1.0	LO	\$50,000.00
9201AU	R425	Funding for TI#50Y2, For SOW C.3.2, C.3.3, C.3.4, C.3.5, C.3.6.	1.0	LO	\$5,000.00
9201AV	R425	Funding for TI#50Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6.	1.0	LO	\$5,000.00
9201AW	R425	Funding for TI#50Y2, For SOW C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7. (O&MAFR)	1.0	LO	\$13,328.00
9201AX	R425	Funding for TI#1 OY2, For SOW C.3.1, C.3.4, C.3.5, C.3.6, C.3.7.	0.0	LO	\$0.00
9201AY	R425	Funding for TI#20Y2, For SOW C.3.1- C.3.7.	1.0	LO	\$1,000.00
9301		ODCs in Support of CLIN 7301			\$198,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9301AA	R425	ODCs in Support of CLIN 7300 (Fund Type - TBD)	1.0	LO	\$95,393.39
9301AB	R425	Funding for TI#10Y3, For SOW C.3.1- C.3.7.	1.0	LO	\$16,100.00
9301AC	R425	Funding for TI#30Y3, For SOW C.3.1- C.3.7.	1.0	LO	\$20,498.00
9301AD	R425	Funding for TI#50Y3, For SOW C.3.1 - C.3.6. 10 USC 2410 (a) Authority is hereby invoked.	1.0	LO	\$41,708.61
9301AE	R425	Funding for TI#50Y3 (Fund Type - OTHER)	1.0	LO	\$10,000.00
9301AF	R425	Funding for TI#10Y3	1.0	LO	\$14,300.00

NOTE 3 : OPTION CLAUSE

Option to Extend the Term of the Contract Clause in Section I applies to the Option CLINs.

NOTE 5: NOT SEPARATELY PRICED

Price for Not Separately Priced (NSP) Items shall be included in the price of Labor CLIN(s).

B.1 USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

B.3 ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Task Order. These modifications will not change the overall level of effort, estimated cost or fixed fee of the Task Order.

B.4 FEE RATE

The following table is to be completed by offeror and reflects the hourly rate to be billed.

In accordance with FAR 52.216-8 Fixed Fee, 15% (not to exceed \$100,000) of the fee payment will be reserved beginning with the first invoice.

CLAUSES INCORPORATED IN FULL TEXT

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

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

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

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) OR "LIMITATION OF FUNDS" (FAR 52.232-22), as

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appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ B-2-0010 NOTE (OPTION)

NOTE B – Option item to which the Option Clause in Section I.2 applies and which is to be supplied only if and to the extent said option is exercised.

HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT – ALTERNATE I) (NAVSEA) (MAY 2010)

- (a) For purposes of this contract, “fee” means “target fee” in cost-plus-incentive-fee type contracts, “base fee” in cost-plus-award-fee type contracts, or “fixed fee” in cost-plus-fixed-fee type contracts for level of effort type contracts.
- (b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled “FIXED FEE” (FAR 52.216-8) OR “INCENTIVE FEE”, (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled “ALLOWABLE COST AND PAYMENT” (FAR 52.216-7), subject to the withholding terms and conditions of the “FIXED FEE” or “INCENTIVE FEE” clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor’s facility to the worksite, in and around the worksite, and from the worksite to the Contractor’s facility.
- (c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
 - (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor’s or employee’s convenience.

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire Task Order is Cost Reimbursable. The Labor CLINs (7xxx series) are Cost-Plus-Fixed-Fee, the ODC CLINs (9xxx series) are Cost Only, and the Data CLINs (7xxx series) are NSP.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

INTRODUCTION

This is a performance-based acquisition and is structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality and the evaluation methods described in Section E, Special Contract Requirements, and Quality Assurance Surveillance Plan (QASP).

C.1 BACKGROUND / PURPOSE / SCOPE

C.1.1 Background

Combat Direction System Activity Dam Neck (CDSADN) is assigned the duties of software development/engineering in support of the Software Support Activity (SSA), In-Service Engineering Agent (ISEA), Information Assurance (IA) and Test and Evaluation (TE) for Training and Readiness Systems (ex. AEGIS Combat Training System (ACTS), Battle Force Tactical Training (BFTT), BFTT Electronic Warfare Trainer (BEWT), Trainer Simulator/Stimulator System (TSSS), etc.). The training and readiness systems encompass the hardware and software elements specific to training and readiness systems. In addition, CDSADN is responsible for the software development of new training and readiness capabilities.

C.1.2 Purpose

The purpose of this Requirement is to provide support to CDSADN in sustainment of current and future Training and Readiness Systems.

C.1.3 Scope

The Contractor shall provide software development/engineering support for Training and Readiness Systems. Additionally, software support shall include support of Multi-Agency Training and Readiness System software development efforts. This PWS involves technical management, software engineering, software development, systems test, configuration management, documentation, and software lab support in support of training and readiness systems.

C.1.4 Provision of Services

This contract task order is for the provision of services by the contractor. In accordance with law and policy and with the provisions of this contract task order, contractor personnel shall perform as required by this contract, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this contract task order work shall among other things require the contractor to access and use Government owned data such as software, documentation, technical data, and the like generated from such access and said use shall also be, and remain, Government owned data. The contractor's use of and access to Government owned data shall neither constitute nor create any contractor rights in or license to such data; the only contractor permissions to use and access the data shall be those necessarily required by the contractor to perform the work herein. Rights in other data constituting and contained in contract deliverables required by the Contract Data Requirements List shall be governed by the appropriate contract clauses.

C.2 APPLICABLE DOCUMENTS

The specifications, standards, instructions, directives, and other publications listed below are referenced in individual requirements paragraphs. Current editions are governing unless a specific edition is cited in the Technical Instructions (TIs) when issued.

C.2.1 Reference Specifications:

T8901-XX-SS-010/BFTT	System Specification for BFTT AN/USQ-T46 (V),
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	Rev B of 16 Aug 96
T8901-XX-IRS/IDD	BFTT IRS/IDD Rev 7 for BFTT Builds thru v3.5.1, 12 May 2011
T8901-XX-SSD-010	Shore System/Segment Design Document (SSDD) Rev A, July 1998 IRS/IDD for BEWT AN/USQ-T47 (V)1, AN/SLQ-32A (V) Final dated 13 Dec 2000
BFTT IRS/IDD Rev 7 TSSS appendices;	App R-1 TSSS, App R-4 IRS for TSSS to SPN46 , App R-6 IDD for TSSS and SPQ-9B and APP W TSSS RCS Entity Translation Tables

C.2.2 Department of Defense Documents

DoD 5000 Series	The Defense Acquisition System
DoDI 5000.02	Defense and Director of National Intelligence oversight
DoD 5520.22-M	National Industrial Security Program Operating Manual
DoD Directive 8500.1	Information Assurance (IA)
DoD Instruction 8500.2	Information Assurance (IA) Implementation
DoD Instruction 8510.01	DoD Certification and Accreditation (C&A) Process Guidance (DIACAP)
	Program Executive Office Integrated Warfare Systems (PEO IWS) 1B Total Ship Training System Software Trouble Report (STR) Risk Assessment Process
(NAVSEA 05H) Technical Review Manual (TRM)	Program Executive Office Integrated Warfare Systems (PEO IWS) and Naval Sea Systems Command, Research & Systems Engineering Warfare Systems Engineering and Human Systems Integration Directorate
NAVSEA 98-39	Workstation Production Methodology and Programmer's Handbook
NAVSEA 97-1	CSCI Definition Document (CDD) For Battle Force Tactical Training System Rev 7
MIL-DTL-24784C	Detail Specification: Manuals, Technical: General Acquisition and Development Requirements, General Specifications for
MIL-DTL-87268C	Detail Specification: Interactive Electronic Technical Manuals - General Content, Style, Format, and User-Interaction Requirements
MIL-STD-38784	Standard Practice for Manuals, Technical: General Style and Format Requirements

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MIL-STD-2073-1D	Standard Practice for Military Packaging
MIL-STD-129	Military Marking for Shipment and Storage
MIL-STD-167-1	Department Of Defense Test Method Standard Mechanical Vibrations of Shipboard Equipment (Type I – Environmental)
MIL-STD-461	Department Of Defense Interface Standard Requirements For The Control Of Electromagnetic Interference Characteristics Of Subsystems And Equipment
MIL-PRF-49506	Acquisition Logistics Management
MIL-S-901D (NAVY)	Military Specification Shock Tests. H.I. (High-Impact) Shipboard Machinery, Equipment, And Systems, Requirements
USC Title 10, Sec 2464/2466	DoD Depot Maintenance
DoDD 4140.1-R	Component Directives
DoDI 5000.2	Operation of the Defense Acquisition System
DoD 5000.02 DAG	Component Directives
OPNAVINST 4700.7 Series	Miniature/Micro-miniature (2M) Module Test and Repair (MTR)
MIL-HDBK-2165, 31 Jul 95	TESTABILITY PROGRAM FOR ELECTRONIC SYSTEMS AND EQUIPMENTS
Technical Manual Management Plane (TMMP)	dtd 24 Feb 12
MIL-STD-46855A	DoD Standard Practice Human Engineering Requirements for Military Systems, Equipment and Facilities
MIL-STD 2525C	DoD Interface Standard Common Warfighter Symbology
DMSO v1.3	DoD Standard for the High Level Architecture
Naval Open Architecture Guide Book	https://acc.dau.mil/CommunityBrowser.aspx?id=186405

C.2.3 Commercial Specifications:

IEEE/EIA Std 12207-2008	ISO/IEC/IEEE Standard for Systems and Software Engineering – Software Life Cycle Processes
IEEE Std 830-1998	IEEE Recommended Practice for Software Requirements Specifications

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IEEE Std. 1008-1987	IEEE Standard Guide for Software Unit Testing
IEEE Std. 1012-2012	Standard for System and Software Verification and Validation
IEEE Std. 1016-2009	IEEE Standard for Information Technology – Systems Design – Software Design Descriptions
IEEE Std. 1028-2008	IEEE Standard for Software Reviews and Audits
IEEE Std. 1063-2001	IEEE Standard for Software User Documentation
IEEE Std. 1074-2006	IEEE Standard for Developing a Software Project Life Cycle Process
IEEE Std 1278	Distributed Interactive Simulation (DIS) Standards
IEEE Std 1516	Standard For Modeling And Simulation (M&S) High Level Architecture (HLA) Framework And Rules
IEEE/EIA 12207	Information Technology - Software Life Cycle Processes
ANSI/EIA 649-B-2011	Configuration Management Standard
Simulation Interoperability Standards Organization (SISO), Inc.	SISO-REF-010-00v20-0 Enumerations for Simulation Interoperability
Data Item Description DI-IPSC-81438A	Software Test Plan (STP) 12/15/99 or later

C.2.4 Non-Government Publications

ASME Y14.100-2004	Engineering Drawing Practices (www.asme.org)
ANSI/EIA-649-1998	National Consensus Standard of Configuration (www.ansi.org). Copies of military handbooks, instructions, standards and specifications and DoD adopted Non-Government standards may be obtained in accordance with the Federal Acquisition Regulation (FAR) Subpart 52.211-2. Copies of specifications, standards, and data item descriptions cited in this solicitation, if listed in the DoD Index of Specifications and Standards (DoDISS) or the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L (Dec 2003) may be obtained from: ASSIST database via the Internet at http://quicksearch.dla.mil/ ; By submitting a request to: Department of Defense Single Stock Point (DoDSSP) Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094
	Copies of non-government publications not listed in the DoDISS may be obtained from the respective industry association or by following the web links identified.

C.3 REQUIREMENTS

Requirements are comprised of technical service efforts in support of performance objectives listed in Sections C.3.1 through C.3.7. Performance Objectives are based on the following management and technical disciplines:

- 1) Technical Management
- 2) Software Engineering
- 3) Software Development
- 4) System Test
- 5) Configuration Management
- 6) Documentation
- 7) Software Lab Support

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C.3.1 Technical Management

Provide technical program and project management support as well as oversight of contractor technical products and services. Efforts that support this objective include:

- a) The planning and coordination of meetings, technical interchanges, and test events.
- b) Provision of software development and testing cost estimates for new software capabilities or software defect repair as described in proposals, whitepapers, trade studies, or trouble reports.
- c) Writing and monitoring software development schedules. Recommendations regarding Prioritization of Tasking along with tracking and solutions to schedule impacts.
- d) Leveraging of industry standards to provide technical recommendations, feedback, and coding standards that lead to development of software programs that are scalable, portable, and maintainable.
- e) Documentation and assessment of cost, schedule and technical risks associated with all stages of the software lifecycle.
- f) Provision of financial and technical status reports.
- g) Collection and reporting of the following metrics required to support the software development and support lifecycle including software lines of code, running time complexity, and defect counts. This includes staffing and expenditure metrics.
- h) Response to fleet requests and inquiries including software troubleshooting, usage and debug.
- i) Timely Response to resolve known action items and provide status of progress.
- j) Conduct and provide support expertise and recommendations for periodic Milestone Technical Reviews (e.g. System Requirements Review (SRR), Preliminary Design Review (PDR), Critical Design Review (CDR) Etc.) as described in the NAVSEA Technical Review manual. Provide necessary artifacts and briefs. Conduct and support progress and project management reviews.

C.3.2 Software Engineering

Provide software engineering support services. Efforts that support this objective include:

- a) Ensuring requirements are traced to software configuration item(s) changes.
- b) Review and analysis of current and future requirements for software changes and impacts.
- c) Development of Concept of Operations from requirements.
- d) Development of system design, software design, software coding and testing solutions.
- e) Development of Analysis of Alternatives (AoA), Initial Requirement Proposals (IRP), Engineering Change Proposals (ECP), Design Papers, White Papers, and Decision Option papers.
- f) Development of updates and corrections to Systems Requirements and Interface specifications.
- g) The Contractor shall develop and maintain an Open Architecture (OA) design that incorporates appropriate considerations for re-configurability, portability, maintainability, technology insertion, vendor independence, reusability, scalability, interoperability, upgradeability, and long-term supportability as defined in the OA Contract Guidebook (<https://acc.dau.mil/CommunityBrowser.aspx?id=186405>).

C.3.3 Software Development

There are seven software development service elements required to support this performance objective:

- 1) Development and Life Cycle Maintenance
- 2) Software Development Folder Artifacts
- 3) Production of Patch Builds
- 4) Software Integration and Build Services
- 5) Database & Database Administrator Tool Maintenance
- 6) Site Support
- 7) Prototype Development

C.3.3.1 Development and Life Cycle Maintenance

The Contractor shall perform the following system software development and Life Cycle Maintenance (LCM) activities in support of the Government:

- a) Software analysis and design utilizing software modeling tools such as UML.
- b) Develop computer programs written in modern computer programming languages including C, C++, JAVA, and

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XML.

- c) Configure and maintain VxWorks 5.4 and 5.5.1, Windows 7, and RedHat Enterprise Linux 5 and 6 Operating System Environment(s) and any future versions of those operating system for computer programs to execute and run on.
- d) Develop and design software conforming to security and Information Assurance standards and practices; including STIG's, IAVA's, and Retina scans.
- e) Conduct unit test of Computer Programs.
- f) Conduct and support Software integration planning and testing of computer programs, at shipboard or at Land Based Test Sites (LBTS).
- g) Generate Software Trouble Reports (STR) for observed software problems and defects.
- h) Provide software code, design, and test estimates from IRPs and ECPs.
- i) Develop and conduct Milestone Technical Review design and test readiness presentations in accordance with the NAVSEA Technical Review Manual (TRM).
- j) Maintain a Software Configuration Management environment using Dimensions, Subversion and JIRA tools.

C.3.3.2 Software Development Folder Artifacts

The Contractor shall produce Software Development Folder artifacts for IRP/ECP development milestone reviews including the following products: criteria, preliminary design papers, detailed design papers, software development POA&M, risk analysis and mitigation plans, unit and integration test procedures.

C.3.3.3 Production of Patch Builds

The Contractor shall produce patch builds, as required, to support existing baseline deliveries. Identification and correction of the identified problem shall be executed in accordance with the patch build process.

C.3.3.4 Software Integration and Build Services

The Contractor shall perform system software integration and build services to include technical and quality reviews/reports of proposed code changes, scheduling integration events, supporting integration, production of system builds, unit test, meet Information Assurance requirements, and build delivery.

C.3.3.5 Database & Database Administrator Tool Maintenance

The Contractor shall maintain and provide Baseline Database support for the following: incorporate the correct enumeration and bit encoded values for entities using the BFTT Database Administrator tool, incorporate new entities, establish entity conversion and translation for other simulator systems (e.g., AN/SQQ-89 On Board Trainer (OBT), and Cooperative Training Adjunct (CTA)), support researching the correct kinematics, profiles, weapons load outs, and symbols. Maintain and update the Database Administrator tool. Provide Subject Matter expertise in Microsoft Access and PostgreSQL in a Red Hat Linux Environment.

C.3.3.6 Site Support

The Contractor shall research, design, install, test, troubleshoot and repair training systems software including shipboard systems and supporting land-based communications infrastructure on a worldwide basis.

C.3.3.7 Prototypical Development Services

The Contractor shall perform prototypical investigation and development of technical solutions for obsolescence and technical issues.

C.3.4 System Test

The Contractor shall provide technical services supporting efforts in all phases of system test (Development, Unit, Acceptance, Certification and Independent Verification and Validation IV&V) that support this objective. Test events shall be conducted at various labs, sites, and shipboard locations. Technical service support efforts include the following activities:

- a) Test event scheduling and coordination
- b) Test plan and procedure development and execution
- c) Test bed validation
- d) Documentation of test results.

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- e) Software Trouble report generation
- f) Response and recommendations addressing possible Information Assurance findings which result from testing

C.3.5 Configuration Management

The Contractor shall provide technical services supporting efforts involving configuration management (CM). CM efforts include the following activities:

- a) Source Code CM on all software development projects including associated documentation using Subversion, JIRA, and Serena Dimensions CM tools.
- b) Generation and maintenance of Analysis Control Sheets, Peer Review Sheets, Difference (DIFF) reports, and Test Steps by Software Trouble Report (STR) or Engineering Change Report (ECP).

C.3.6 Documentation

The Contractor shall provide technical documentation services that support the creation and updating of documents. Documentation efforts include:

- a) Documentation and upkeep of the software development processes, Software Development Plan, operating procedures, and configuration management environments in production methodologies and process handbook(s).
- b) Documentation and upkeep of the software compilation and peer review processes.
- c) Development of updates to Interface Requirement Specifications and Interface Design Documentation.
- d) Documentation and upkeep of Computer Software Configuration Item (CSCI) Definitions.
- e) Documentation and upkeep of Software Version Description (VDD) documents.
- f) Development and upkeep of software delivery procedures.

C.3.7 Software Lab

The Contractor shall provide support services for software lab management and sustainment functions by performing Obsolescence Procedures and Tasking, Operating Materials & Supplies (OM&S) Support, Laboratory Operation Documentation, Task Tracking and Metrics. Such efforts shall include:

- a) Upkeep of hardware and software licenses tracking and support information.
- b) Set-up of equipment and upkeep of workstations to include both hardware and software.
- c) Network Administration Support
- d) Identification and recommendations for materials necessary for lab operations including hardware, software, tools, and consumables.
- e) Recommendations regarding proposed changes to the materials list.
- f) Generation of laboratory and network configuration drawings along with their upkeep.
- g) Support services for lab demonstrations.
- h) Upkeep of Lab inventory (OM&S).
- i) Support services for technical meetings.
- j) Support services for maintenance, inspections, tests, training, and OM&S technical management.
- k) Support services for storage requests, receipts, issues, inventory procedures, ERP DOD DD Form 1149 creation, inventory control of lab assets, and disposal of Government-directed excess equipment procedures associated with training systems as executed through the Defense Reutilization and Marketing Office (DRMO).
- l) Technical support services for the DEV Lab for Software Development and Integration, and associated test and evaluation requirements. These services shall include lab documentation preparation; planning assistance; requirements traceability analyses; data storage, accessibility, and usage; and analysis plan preparation.
- m) Information Technology Procurement Request (ITPR) Initiate and track to completion
- n) Making, labeling and running specialty cables
- o) Information Assurance (IA) technical support services that include:

- i) Accreditation package preparation
 - ii) Data input into Enterprise Mission Assurance Support Service (EMASS)
- p) Compilation of responses to Data Calls
- q) Research of Lab Requirements (hardware and software)
- r) Support for the Software Lab Access control list procedures and record keeping.
- s) Technical support for Software Lab server and software tools operations.
- t) Obtain and remain current on required professional and industry certifications.

C.4 GOVERNMENT FURNISHED ITEMS.

C.4.1 Government-Furnished Material/Equipment

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Government facilities exist at CDSADN for Training and Readiness Systems Software Development, CM, and test. Additional items required by the Contractor for the performance of this task order and not identified herein shall be identified to the Contracting Officer's Representative (COR) and Subject Matter Expert (SME) when the requirement is recognized and may be provided on a case-by-case basis. Approvals for all items must be obtained from the Contracting Officer.

C.4.2 Government-Furnished Property/Information (GFP/GFI)

Items required by the Contractor shall be identified to the COR and SME when the requirement is recognized and may be provided on a case-by-case basis in accordance with the GFP and GFI clause terms in Section I. Approvals for all items must be obtained from the Contracting Officer.

C.4.3 Handling

All government property being received for custody by the Contractor and all government property being transferred from Contractor custody shall be documented on a DD Form 1149. Should a DD Form 1149 not accompany property being received for custody, the Contractor shall prepare one; obtain the necessary signatures (if possible, or annotate the circumstances), and process by sending a copy to the COR.

C.4.4 Government Provided Space

The Government shall make CDSADN Government spaces available to Contractor personnel for the labor categories indicated in the chart below.

Location	# of Persons	Labor Category	Work Space Location
CDSADN	2	Intermediate Computer Programmer	Building 127 Software Lab
CDSADN	2	Intermediate Computer Systems Analyst	Building 127 Software Lab
CDSADN	1	Intermediate Software Systems Engineer	Building 127 Software Lab
CDSADN	2	Senior Computer Programmer	Building 127 Software Lab

Government furnished space will be provided with the following equipment:

Each FTE will be provided:

- 1 Desk
- 1 Phone Line
- 1 NMCI Computer
- 1 Classified terminal

C.4.5 Contract Personnel Administration

When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be

clearly identified as a Contractor (e.g. utilizing Common Access Cards (CACs) and sign identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel.

Contractor program /project managers shall be clearly identified and known as such by Government employees.

As

circumstances permit, periodic meetings shall be conducted between the COR and the Contractor organization program manager/project manager.

C.4.6 Common Access Card (CAC)

The contractor shall be required to obtain CACs from the Government for all contractor personnel requiring regular

access to Government property. The CACs shall be visible at all times while employees are on Government property. The contractor shall furnish all requested information required to facilitate issuance of CACs and shall conform to applicable regulations concerning the use and possession of the badges. The contractor shall be responsible for ensuring that all CACs issued to contractor employees are returned to the appropriate Security

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Office

within 48 hours following completion of the Task Order, relocation or termination of an employee, and upon request

by the Procuring Contracting Officer.

All contractor personnel shall identify their company affiliation when answering or making telephone calls, sending

email and when attending meetings where Government personnel or representatives from another contractor are present.

C.5 DIRECT CHARGE OF MATERIALS AND EQUIPMENT – OTHER DIRECT COSTS (ODCs)

C.5.1 Materials and Equipment Costs

During the performance of this Task Order, it may be necessary for the Contractor to procure materials or equipment

(hereafter referred to as “materials”) to respond to the mission requirements listed in the Performance Work Statement. This Task Order is issued from a service contract and the procurement of materials of any kind that are not directly related to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. The term “material” includes supplies, parts, equipment, hardware, and Information Technology (IT) resources including hardware, services, and software. Any material provided by the contractor is subject to the requirements of the FAR, DFARS, and the applicable Department of Navy regulations and instructions.

C.5.2 Materials List

The materials and equipment contained in the following list are authorized for purchase once the Contractor has complied with approval requirements as stated in Sections C.5.1 above, C.5.3 ,C.5.4, and C.5.6 below:

Materials List:

- 1) Software Tools – Wind River VxWorks, Red Hat Enterprise Linux, McAfee VirusScan Enterprise, Collabnet Subversion Edge, or similar types of items.
- 2) Software Licenses – RedHat Licenses, Oracle Licenses, McAfee Viruscan Licenses, IBM Rational Requisite Pro, or similar types of items.
- 3) Hardware and software products to support testing – Laptop computers, Circuit Card Adapters (CCA), VME Chassis, Hard Drives, I/O Switches (KVM, Black Boxes), or similar types of items .

C.5.3 Requiring Approvals for ODCs

Prior written approval from the Contracting Officer shall be required for all purchases of material under the following circumstances:

For a purchase of materials included in the list above, an individual purchase of \$3,000 or less may be executed with COR review and written approval in advance of the purchase. An individual purchase of greater than \$3,000 requires Contracting Officer written approval in advance of the purchase.

Separate multiple purchases of amounts valued below the \$3,000 threshold stated in this section shall not be submitted to circumvent the COR and/or Contracting Officer’s review and approval procedures. Splitting purchase requirements to defeat purchasing thresholds shall not be approved.

C.5.4 Procedure for Obtaining COR/KO Approval

To obtain COR and/or Contracting Officer (KO) approval, the contractor shall:

- a) Submit a written request for purchase of materials to the COR (email is acceptable). The COR shall review the request. If it is in accordance with the list above and requires KO approval, the COR shall submit the request via the Contract Specialist to the KO for review and approval.
- b) Minimum requirements for a written request for purchase are as follows:
 1. Complete description of the material to be purchased
 2. Quantity
 3. Unit and Total Cost
 4. Delivery/Freight Charges
 5. Any associated service charges such as assembly, configuration, packing, etc.
 6. An explanation for the need for the material
 7. List the competitive quotes received from potential suppliers
 8. The basis for the selection of the selected supplier
 9. Price reasonableness determination
 10. If the procurement is sole sourced to a particular supplier or manufacturer, include the rationale for limiting

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the procurement to that supplier/manufacturer.

c) Once the COR and/or KO have reviewed the request, the Government shall notify the Contractor of the outcome.

Issues or details may be discussed with the Contract Specialist acting on behalf of the KO until a final Government

determination is made as to whether to approve, modify, or reject the purchase.

C.5.5 Disposition of Material

Upon completion of the period of performance, all materials associated with this contract that were purchased by the

contractor and not depleted during the performance of the contract shall become the property of the Government.

The Contractor shall transfer all materials not depleted to the COR by way of a Material Inspection and Receiving Report (DD Form 250).

The Contractor's Monthly Progress Report shall include a complete list of all material purchased to date under the contract.

C.5.6 Information Technology (IT) Resources

IT Resources shall not be purchased unless DoD and Navy purchasing procedures have been satisfied and approvals

obtained. IT resources include personal computers (PC's), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services. All IT Resource Other Direct Cost Purchases require COR and KO approval regardless of the dollar value associated with

the purchase. An ITPR approval is required.

C.6 CONTRACTOR-FURNISHED MATERIALS

The tools and equipment needed to complete this order are considered to be common tools and/or equipment of the trade and shall be supplied by the Contractor.

C.7 TRAVEL REQUIREMENTS

The contractor may be required to travel in performance of this task order. This travel may be CONUS or OCONUS and shall be pre-approved by the Contracting Officer's Representative (COR). The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be

coordinated with the COR. All travel under this effort must be requested to the COR, in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip,

the reason for the travel, and any high cost or unusual costs expected. Travel costs shall be in accordance with FAR

31.205-46 and the Joint Travel Regulations. Representative locations include:

Destination
CONUS
Washington, D.C.
Dahlgren, VA
Wallops Island, VA
Carderock, MD
Moorestown, NJ
Norfolk, VA
Virginia Beach, VA
Hunt Valley, MD
San Diego, CA
Johnstown, PA (PRR)
Boston, MA

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Rustburg, VA (Barge test)
Minneapolis, MN
OCONUS
Yokosuka, Japan
Wilhelmshaven, Germany
Sydney, Australia
Kaohsiung, Taiwan

The contractor shall submit trip reports following any travel under this effort.

C.8 SKILLS AND TRAINING

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State and Local laws and regulations. Information assurance functions require certifications specified in DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this task order maintain the knowledge and skills to successfully perform the required functions is

the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of

the Contractor.

C.9 TRANSPORTATION OF EQUIPMENT/MATERIAL

The shipment of both Government and Contractor furnished items are required for the performance of this order.

Typical items include any or all of the below:

Documentation

Test equipment

Tools

C.9.1. Packing and packaging shall be as specified in the contract. Shipments weighing less than 25 pounds shall be shipped by any expedient method including overnight air express; shipments weighing 25 pounds and greater shall be shipped surface freight. Written requests (including electronic mail) for exception will be approved by the COR (information copy to the Subject Matter Expert (SME)) on a case by case basis. Classified items shall be protected in accordance with the Industrial Security Manual.

C.9.2. All government property being received by the Contractor and all government property being transferred from Contractor custody shall be documented on a DD Form 1149. No government property shall be accepted or transferred without a DD Form 1149.

C.10 MANDATORY REQUIREMENTS

Offerors must meet all mandatory requirements or provide an acceptable plan to meet the requirements by time of award. In addition, mandatory requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

Requirement 1: Facility Location. The contractor shall have and maintain a facility, to serve as the principal place of performance within 60 miles of CDSADN Virginia Beach, VA.

Requirement 2: Facility Security Clearance. The contractor's facility must be cleared at the SECRET level for both processing and storage.

Requirement 3: Personnel Security Requirements – All personnel performing technical support under this order shall possess, at minimum, a DoD Industrial Security Clearance of SECRET. Interim clearances are acceptable.

C.11 SECURITY.

All personnel performing tasks under this task order shall possess, at minimum, a DoD Industrial Security Clearance of SECRET. Interim clearances are acceptable. Access to classified spaces and generation of classified material shall be in accordance with DD Form 254. The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this task order. The contractor

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shall obtain facility and personnel security clearances as required by the Department of Industrial Security Program

prior to starting to work on tasks requiring clearances.

(a) Contractor requests for visit authorizations shall be submitted in accordance with DoD 5520.22M (National Industrial Security Program Operating Manual”, as early as practicable and not later than three working days prior to visit (except in cases of urgency). When a contractual relationship exists, original requests shall be delivered to the Security Officer of the activity being visited. When a contractual relationship does not exist, original requests shall be delivered to the Security Officer of the activity being visited via the COR for endorsement

of need-to-know.

(b) Visit requests for subcontractors shall be submitted to the appropriate contractor Facility Security Officer (FSO) for certification on need to know, when applicable.

C.11.1 Information Security and Computer System Usage

In accordance with U.S. Navy policy, any personnel, including the contractor, who utilizes DOD-owned systems, shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the contractor, are accountable and must act accordingly. DOD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DOD system may be monitored. Use of a DOD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action. The use of contractor owned computer equipment in government spaces must receive prior approval through the government Information Assurance Manager.

C.11.2 Electronic Spillages

C.11.2.1 Electronic Spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient

security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc.). The contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of CDSADN and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the contractor's performance rating. In the event that a contractor is determined to

be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the contractor.

C.11.2.2 CDSADN Security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD Form 254. CDSADN Security will identify the contractor facility and contract number associated with all electronic spillages during the investigation that involve contractor support. CDSADN Security will notify the Contracts Division with the contractor facility name and contract number, incident specifics and associated costs for clean-up. The Contracting Officer will be responsible to work with the contractor to capture the costs incurred during the spillage clean up. The contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

C.11.3 Portable Electronic Devices (PEDs)

Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all CDSADN buildings. The Contractor shall ensure the onsite personnel remain compliant with the current PED policy. CDSADN instruction defines PEDS as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDS include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks,

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multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPads, digital picture frames, electronic book readers, kindle, nook, cameras, external hard disk drives, and floppy diskettes.

PEDs belonging to an external organization shall not be connected to CDSADN networks or infrastructure without prior approval from the CDSADN Information Assurance and Compliance Authority. This approval will be granted

using the AISE (Automated Information System Equipment approval form).

Personally owned software shall not be connected or introduced to any CDSADN hardware, network or information

system infrastructure.

C.11.4 Information Assurance

C.11.4.1 Some efforts being performed under this contract/order will require the performing contractor personnel to

have access to Government Information Technology (IT) Systems. In those instances, the Contractor shall ensure the performing employee is trained/certified in Information Assurance (IA) commensurate with their level/category of access, as well as the computing environment certifications (Microsoft, Unix/Linux, etc.).

C.11.4.2 Contractor personnel whose IT access is limited to routine usage of NMCI assets and routine access to CDSADN business systems that requires IA training in accordance with DoD Manual 8570.01-M Chapter 6. Contractor personnel whose IT access falls under the Technical Category, Management Category, Architecture and Engineering Specialty, or Network Defense-Service Provider Specialty require IA training and certification in accordance with DoD Manual 8570.01-M Chapter 3, 4, 10, or 11, as applicable.

C.11.5 Contract Security Classification Specification

The Department of Defense (DoD) Contract Security Classification Specification (DD Form 254), attached as in Section J, itemizes the security classification requirements for this order. The work efforts under this order and Technical Instructions are at the Confidential and Secret levels. All personnel performing efforts under this order shall possess, at a minimum, a DoD Industrial Security Clearance of SECRET for all personnel assigned to perform

work on board U.S. Navy ships or at CDSADN.

(a) Contractor requests for visit authorizations shall be submitted per DoD 5520.22M (Industrial Security manual for

Safeguarding Classified Information) as early as practicable and not later than three working days prior to visit (except in cases of urgency).

(b) When a contractual relationship exists between the Contractor and the site being visited, original requests shall be delivered to the Security Officer of the activity being visited.

(c) When a contractual relationship does not exist between the Contractor and the site being visited, original requests shall be delivered to the Security Officer of CDSADN via the COR, with the original copy of the request being forwarded to the activity being visited by the CDSADN Security Officer.

(d) Visit requests for subcontractors shall be submitted to the appropriate Contractor Facility Security Officer (FSO)

for certification of need-to-know, when applicable.

C.11.6 Requirements Specific to the DD Form 254.

a) The contractor shall require access to Communications Security (COMSEC) in order to use crypto keying material. The place of performance is Raytheon and they hold the COMSEC and DCS account. If there are crypto requirements they are performed by Raytheon personnel.

b) Access to Non-SCI intelligence is needed in order to utilize intelligence documents related to foreign government weapons systems.

c) Access to NATO is required to obtain a SIPRnet account and to utilize the DTIC system to obtain documents on intelligence.

d) Access to foreign government information is required to obtain documents on specific weapon systems.

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e) For Official Use Only (FOUO) and Personally Identifiable Information (PII) generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 5400.7-R Chapters 3 and 4.

f) Tasking shall be performed that involves fabrication, modification, or storage of classified hardware.

g) All above accesses are needed to support the NSWCDD DNA Software Support Agent in the development and testing of software for the Battle Force Tactical Trainer and the Advanced Training Domain.

h) In performing under this contract, the contractor shall have access to U.S. classified information outside the U.S., Puerto Rico, U.S. Possessions, and Trust Territories. Said classified information pertains to work performed for Australia.

C.12 CONTRACTS DELIVERY REQUIREMENTS LIST (CDRLs)

CDRLs are required for specific requirements listed in Section C.3 and other sections in the PWS. Each CDRL submission requirement is listed in the matrix below. This task order also contains individual CDRLs in detail listed individually in the format of DD Form 1423. They are attached in Exhibit A. The contractor shall submit deliverables in accordance with the format, schedule, and manner described in each CDRL as specified below.

C.12.1 HQ C-1-0001 ITEMS A001 – A031 – DATA REQUIREMENTS (NAVSEA) (SEP 1992)		
The data to be furnished hereunder shall be prepared in accordance with the contract Data Requirements List, DD Form 1423-1, Exhibit A, attached hereto.		
CDRL Identifier	CDRL Title	Applicable PWS Paragraphs
A001	FINAL REPORT (END OF TASK)	C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7
A002	INTERIM PROGRESS REPORT (FINANCIAL/TECHNICAL)	C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7
A003	GOV'T OWNED PROPERTY REPORT	C.3.1, C.3.2, 0.3.3, C.3.4, C.3.5, C.3.6, C.3.7
A004	PERFORMANCE METRICS	C.3.1, C.3.2, C.3.3
A005	COST ESTIMATES	C.3.4, C.3.7
A006	RISK MANAGEMENT STATUS REPORT	C.3.1, C.3.2, C.3.3, C.3.4
A007	SCHEDULES	C.3.1
A008	INTEGRATED MASTER SCHEDULE (IMS)	C.3.2, C.3.5, C.3.6, C.3.7
A009	MEETING/CONFERENCE /TRIP REPORT	C.3.1, C.3.2, C.3.3, C.3.4, C.3.5: C.3.6, C.3.7
A010	MEETING MINUTES	C.3.1, C.3.3
A011	H/W or S/W TROUBLE REPORTS	C.3:2, C.3.3, C.3.4, C.3.6, C.3.7
A012	STUDIES, WHITE PAPERS, ANALYSIS REPORTS	C.3.2, C.3.3, C.3.4, C.3.5, C.3.6
A013	INITIAL REQUIREMENTS PROPOSALS (IRP)/(ACSN)	C. 3.2, C.3.3, C.3.4, C.3.5, C.3.6
A014	PRESENTATION MATERIAL	C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7
A015	ENGINEERING CHANGE PROPOSAL (ECP)	C.3.2, C.3.3, C.3.5, C.3.6
A016	CONFIGURATION MANAGEMENT PLAN	C.3.2, C.3.5, C.3.6
A017	CONFIGURATION MANAGEMENT STATUS REPORTS	C.3.1, C.3.5
A018	DOD ARCHITECTURE FRAMEWORK DOCUMENTATION	C.3.1, C.3.2

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A019	INTERFACE CONTROL DOCUMENT (ICD)	C.3.1, C.3.2, C.3.3, C.3.4; C.3.5, C.3.6
A020	INTERFACE REQUIREMENTS SPECIFICATION (IRS)	C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6
A021	SOFTWARE REQUIREMENTS SPECIFICATION (SRS)	C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6
A022	INTERFACE DESIGN DESCRIPTION (IDD)	C.3. 1, C.3.2, C.3.3, C.3.4, C.3.5. C.3.6
A023	SOFTWARE DESIGN DESCRIPTION (SDD):	C.3.1, C.3.2, C.3.3, C.3.5
A024	SOFTWARE TEST PLAN (STP):	C.3.4
A025	SOFTWARE TEST DESCRIPTION (STD):	C.3.1, C.3.2, C.3.3, C.3.4, C.3.5
A026	SOFTWARE TEST REPORT (STR):	C.3.2, C.3.5
A027	TEST PLANS/TEST PROCEDURES:	C.3.2, C.3.4, C.3.5
A028	INFORMATION ASSURANCE (IA) DESIGN REVIEW INFORMATION PACKAGE (DRIP):	C.3.2, C.3.3, C.3.4: C.3.7
A029	SOFTWARE VERSION DESCRIPTION (SVD)	C.3. 1, C.3.4
A030	COMPUTER SOFTWARE PRODUCT	C.3.1
A031	REVISIONS TO EXISTING GOVERNMENT DOCUMENTS:	C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7

C.13 SHIPBOARD PROTOCOL

This tasking may involve platform engineering and fleet support onboard ship. As such, the Contractor is responsible that shipboard protocol is strictly followed. Visit clearances must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship; the contractor is responsible for obtaining and maintaining specialized training (i.e. nuclear awareness, safety, quality control, etc.) and certification (i.e. SUBSAFE certificates etc.); personnel performing on board US Navy Ships must have at least

a Secret Security Clearance; if not led by a government representative the contractor is responsible for briefing the ship/command upon arrival as to the purpose of the visit and expected duration; and the contractor is responsible for

debriefing the ship/command upon departure as to the success of the tasking and the operational condition of affected equipment.

The Contractor shall ensure its personnel adhere to these requirements when performing shipboard tasking. Compliance shall be reported in the trip report.

SAFETY

- Safety Requirements. The Contractor shall comply with all applicable DOD, DON, NAVSEA, NSWCDD, OSHA and private shipyard facility safety instructions, policies, procedures and guidance while on Government or private shipyard property. The Contractor shall request any needed clarification of safety procedures and guidance from the COR. The Contractor shall immediately report any unsafe working conditions to the on-site Government manager.

- Safety PPE. The Contractor will provide all employees with the required safety equipment. The contractor shall ensure that all safety and personal protection equipment (PPE), such as hard hats, safety shoes, safety glasses, hearing protection, flashlights, and any other task-specific PPE are available to employees and used or worn as required.

- Alarms/Drills. Contract personnel shall adhere to all alarm or drill procedures and document alarms or drills in the trip report.

- Physical Requirements. Some shipboard tasking may require ascending and descending vertical ladders to and from the highest points of the ship both pierside and underway. Contractors must be able to stand; walk; climb stairs; balance; stoop; kneel; crouch or crawl around and lift a maximum of 50 lbs. (single person).

- Medical Screening. If the contractor is embarking aboard any U.S. Navy vessel for a period longer than 24

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hours,

the Contractor shall comply with COMUSFLTFORCOM/COMPACFLT INSTRUCTION 6320.3A regarding the medical and dental screening.

HAZMAT

- HAZMAT Handling. The Contractor shall provide, and comply with all applicable Federal, State and local laws and DOD, DON, NAVSEA, and NSWCDD instructions, policies, procedures and guidance pertaining to, the purchase, handling, storage, transfer, use and disposal of hazardous materials (HAZMAT). The Contractor shall contact NSWCDD Technical Point of Contact or the HAZMAT Coordinator in advance of commencing such work to ensure compliance with the latest procedures, including those for handling potential spills. The Contractor shall contact the appropriate local HAZMAT Coordinator who will monitor Contractor storage, transfer, handling, use and disposal of HAZMAT on Government property prior to conducting such work. The Contractor shall request any

needed clarification that arises in regards to HAZMAT procedures and guidance from the Local Government HAZMAT Coordinator.

- HAZMAT Disposal. The Contractor shall provide HAZMAT disposal of unused or expired materials, which shall be in accordance with all applicable federal, state and local laws.

- HAZMAT Impacts. The Contractor shall notify the COR of any requirements under this Statement of Work, that may be determined or discovered to impact the protection of endangered plant or animal species or environmentally sensitive areas, prior to commencing such work.

TRAINING/CERTIFICATIONS/LICENSES

- Certifications and Licenses. Contractor personnel will have the appropriate training and valid certifications or licenses as required based on the work to be accomplished.

- Training. Repair and maintenance employees working aboard vessels, dry docks and piers shall have a valid 10-hour OSHA Maritime Shipyard Employment Course #7615 or NAVSEA-approved equivalent completion card within 60 days of employment.

- Private Shipyards. Private Shipyards may require other documentation and additional training in advance of proceeding to the yard. There may be fees associated with the training for contractors.

SECURITY

- Personnel Security. Contractor employees shall be a U.S. Citizen. There will be times when contractor employees will be assigned tasking in areas where there will be "Sensitive information or equipment". These employees shall possess and maintain at least a SECRET security clearance or the level appropriate to work in these areas on this Contract.

- Security Information. The Contractor shall furnish a list of personnel and their security clearances on file to the COR no later than 20 calendar days prior to commencement of shipboard work.

- Security Requirements. The Contractor shall comply with all DOD, DON, NAVSEA, NSWCDD security instructions, policies, procedures and guidance as they apply to the contractor both on and off Government property.

This shall include proper check-in and check-out procedures of all contractor personnel occupying Government facilities.

- Security Access and Control. The Contractor is responsible for ensuring the return of any Common Access Cards (CACs) issued to their employees upon employee separation and/or upon termination of this contract.

- Private Shipyards. Private Shipyards may require additional security documentation in advance of proceeding to the yard. There may be fees associated with the badging for contractors.

C.14 PLACES OF PERFORMANCE

Efforts under this order shall be performed primarily at contractor facilities and CDSADN facilities, and at times various US Naval facilities and various foreign navy facilities. Lab work will be performed primarily at CDSADN facilities. Occasional, short-term temporary duty may be required on U.S. ships, in (U.S. and Other countries) Navy and commercial shipyards, at various contractor sites, and Government facilities. Support services may be included onboard ships while operating at sea, and outside the continental United States. Any exceptions must be approved by the COR and PCO prior to travel.

C.15 CONTROL OF CONTRACTOR PERSONNEL

The contractor shall comply with the requirements of NAVSEA and CDSADN instructions regarding performance

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in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to all applicable DoD and Navy Standards of Conduct.

C.16 Dd1-C41 TERMINATION OF EMPLOYEES WITH CDSADN BASE ACCESS

(a) The Contractor shall ensure that all employees who have a CAC and/or CDSADN badge and building keys turn

in the badges and keys immediately upon termination of their employment under this order. The above requirement

shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise CDSADN Physical Security of all changes in their personnel requiring CDSADN base access.

(b) For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify CDSADN Physical Security in advance of the date, time, and location where the CDSADN representative may retrieve the CAC and/or CDSADN badge and building keys prior to the employee departing the Contractor's facility. In the event the employee is separated in his or her absence, the Contractor shall immediately notify CDSADN Physical Security of the separation and make arrangements between the former employee and CDSADN

Physical Security for the return of the badges and building keys.

C.17 NON-DISCLOSURE AGREEMENTS (NDAs)

This PWS may require the Contractor to access data and information proprietary to a contractor or Government agency and/or of such a nature that its dissemination or use, other than in performance of this PWS, would be adverse to the interest of the Government and/or others. The Contractor, including subcontractors and consultants, shall not divulge or release data or information developed or obtained in performance of this PWS except to authorized Government personnel or upon written approval of the PCO or COR. The Contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend other than as required in the performance of

this PWS. The limitations above do not apply to data or information that has been made public by the Government. All products, deliverables and work produced, as well as associated back-up documentation, will be considered the property of the Government.

NDAs may be utilized to allow for access to company sensitive and proprietary data. For tasks requiring NDAs, the

contractor shall obtain appropriate agreements for all of their employees that are associated with the task requiring such an agreement.

Contractor personnel may be required, from time to time, to sign non-disclosure statements/agreements as applicable

to specific tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the NDAs. The signed NDAs shall be executed prior to accessing data or providing support for information to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

C.18 DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form. The method of delivery of such data and/or other

information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as "technical data" or "computer software") or the Government's and the Contractor's respective rights therein.

(b) Whenever technical data and/or computer software deliverables required by this contract are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government's rights in and to such technical data and/or computer software must also be digitally included as part of the deliverable and on or in the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with

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the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human-readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human- readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software. Nothing in this paragraph shall replace or relieve the Contractor's obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

(c) Digital delivery means (such as but not limited to Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as but not limited to "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Procuring Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this task order.

C.19 Ddl-C40 USE OF INFORMATION SYSTEM (IS) RESOURCES

(a) Contractor Provision of IS Resources - Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to computers, software, networks, certificates, and network addresses.

(b) Contractor Use of CDSADN IS Resources

(1) In the event that the contractor is required to have access to CDSADN IS resources, the login name used for access shall conform to the NMCI login naming convention. If the contractor requires access to applications/systems that utilize client certificates for authentication, the contractor is responsible for obtaining requisite certificates from a DOD or External Certificate Authority.

(2) If this contract requires that the contractor be granted access and use of CDSADN IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the Information Assurance Office.

(c) Connections between CDSADN and Contractor Facilities - If there is a requirement (specifically delineated elsewhere in this contract) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the contractor and ISs owned or operated by CDSADN, such interconnection shall take place only after approval from the Information Assurance Office. All such connections as

well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding

Memorandums of Agreement. All such connections shall be made outside the appropriate CDSADN firewall.

C.20 Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site. Under this Task Order, Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29

C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the both the PCO and the Contracting Officer's Representative (COR) with an inventory and Material Safety

Data Sheet (MSDS) for these materials.

C.21 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) REQUIREMENT

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for CDSADN via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address

<https://doncmra.nmci.navy.mil>.

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Reporting inputs will be for the labor executed during the period of performance during each, Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

C.22 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

(a) The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. The Government will not direct the hiring, dismissal or reassignment of contractor personnel. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the PCO immediately in accordance with the clause FAR 52.243-7.

(b) Inherently-Governmental functions are not within the scope of this Task Order. Decisions relative to programs supported by the contractor shall be the sole responsibility of the Government. The contractor may be required to attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

C.23 Ddi-G12 POST AWARD MEETINGS

C.23.1 A Post Award Meeting with the successful offeror will be conducted within ten (10) working days after award of the contract. The meeting will be held at a Government facility or via teleconference (to be identified at Task Order award).

C.23.2 The contractor will be given at least five working days' notice prior to the date of the meeting by the PCO.

C.23.3 The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

C.23.4 A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with DFAR 252.232-7006. The contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist.

C.24 ON-SITE ENVIRONMENTAL AWARENESS

C.24.1 The contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies and regulations.

C.24.2 The contractor shall ensure that each contractor employee who has been or will be issued a Common Access

Card (CAC) completes the annual CDSADN Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their CDSADN training coordinator or their COR.

C.24.3 The contractor shall ensure that each contractor employee not required to complete the training described in

C.24.2 above (i.e., those who do not have and will not be issued a CAC) reads the CDSADN Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available CDSADN website, https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office.

C.24.4 Within 30 days of commencing contract performance, the contractor shall certify by e-mail to their COR that

the requirements captured by C.24.2 and C.24.3 above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—C.24.2 or C.24.3 above--each employee has satisfied.

C.24.5 Contractor copies of the records generated by the actions described in C.24.2 and C.24.3 above will be maintained and disposed of by the contractor in accordance with SECNAVINST 5210.8D.

C.25 ON-SITE SAFETY REQUIREMENTS

C.25.1 The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations,

Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

C.25.2 The contractor shall ensure that each contractor employee reads the document entitled, "Occupational

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Safety

and Health (OSH) Policy Statement" within 30 days of commencing performance at CDSADN. This document is available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

C.25.3 The contractor shall provide each contractor employee with the training required to do his/her job safely and

in compliance with applicable regulations. The contractor shall document and provide, upon request, qualifications,

certifications, and licenses as required.

C.25.4 The contractor shall provide each contractor employee with the personal protective equipment required to do

their job safely and in compliance with all applicable regulations.

C.25.5 Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision)[provided upon request]. Prior to bringing radioactive materials or machine sources on base, the contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

C.25.6 The contractor shall ensure that all hazardous materials (hazmat) procured for CDSADN are procured through or approved through the hazmat procurement process. Hazmat brought into CDSADN work spaces shall be

reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/.

C.25.7 Upon request the contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety

Office. If a contractor's injury/illness rates are above the Bureau of Labor & Statistics industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be

utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

C.25.8 Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years upon request by the Safety Office. A contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not

directly provided in day to day activities by the command.

C.25.9 The contractor shall report all work-related injuries/illnesses that occurred while working at CDSADN to the Safety Office.

C.25.10 The contractor shall ensure that all on-site contractor work at CDSADN is in accordance with the NSWCDDINST 5100.1D Occupational Safety and Health Instruction, available at:

https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

C.26 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

Work under this contact may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code. Section 552a and applicable agency rules and regulations.

Access to and preparation of sensitive information subject to privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to privacy act data in support of this contract must sign a privacy act certification.

C.27 SUBCONTRACTORS/CONSULTANTS

In addition to the information required by FAR 52.244-2 Alternate 1 (JUN 2007), the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

- (1) Clearly present the business case for the addition of the subcontractor/consultant,
- (2) If applicable, the impact on subcontracting goals, and

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(3) Impact on providing support at the contracted value.

C.28 VISITS BY FOREIGN NATIONALS AND FOREIGN REPRESENTATIVES

C.28.1 Contract performance may require that the contractor host, at an off-base location, foreign nationals and/or foreign representatives. A foreign national is a person who is a citizen of a foreign nation, and who is not a citizen of the United States. A foreign representative is a person who represents a foreign interest in dealings with the U.S. Government, either directly or through dealings with a U.S. Government contractor. A foreign representative may be a United States citizen.

C.28.2 A contractor-hosted visit of a foreign national or foreign representative may be either an “official” visit or an “unofficial” visit. An official visit is a visit where the foreign national or foreign representative is representing a foreign government in an official capacity. An unofficial visit is a visit where the foreign national or foreign representative is not representing a foreign government.

C.28.3 A visit by a foreign national or a foreign representative may be either “DoD Sponsored” or “Non-DoD Sponsored”. A DoD Sponsored visit is a visit that is coordinated by a DoD entity. A Non-DoD Sponsored visit is a visit that does not involve DoD coordination (A visit by either a foreign national or a foreign representative pursuant to performance by the contractor under this contract is not considered to be, by itself, a sponsored visit).

C.28.4 The contractor hosting a visit by either a foreign national or a foreign representative is responsible for adherence to Department of Defense and Department of the Navy directives, instructions, regulations, and manuals that govern foreign disclosure. “Foreign Disclosure” is defined as the disclosure of Classified Military Information (CMI) and Controlled Unclassified Information (CUI) to foreign nationals and/or foreign representatives. Disclosure

of such information may be accomplished orally, visually, in writing, or by any other medium.

C.28.5 Classified Military Information (CMI). This is information that is originated by or for the Department of Defense, or a Military Department, or an entity under its jurisdiction and control, and which requires protection in the interest of national security. Such information is designated as TOP SECRET, SECRET, or CONFIDENTIAL.

C.28.6 Controlled Unclassified Information (CUI). This is information that although unclassified is subject to access or distribution limitations in accordance with statute or regulation. Included is information exempt from mandatory release to the public under the Freedom of Information Act, or information that is subject to export control.

C.28.7 CDSADN/NSWCDD Foreign National Visitor and Foreign Disclosure Application process. CDSADN has established a foreign national visitor approval and foreign disclosure process. Whenever, pursuant to the terms of this contract, a visit to a contractor facility or contractor workspace by a foreign national or foreign representative is

anticipated, and one or more CDSADN employees will be in attendance at this visit/meeting for the purpose of potential discussions, above the public release level, resulting in disclosure of either CMI or CUI, a completed “CDSADN/NSWCDD Foreign National Visitor and Foreign Disclosure Application” e-form must be supplied to the Contractor’s Facility Security Officer (FSO). The accountable CDSADN personnel attending the meeting must ensure that the CDSADN disclosure process has been complied with and an approved copy of the “CDSADN/NSWCDD Foreign National Visitor and Foreign Disclosure Application” generated e-form has been provided to the COR and the Contractor’s FSO. The Contractor’s FSO should ensure that approved copies of the e-form are maintained at their facility as a record of compliance with requirements set forth in the National Industrial

Security Program Operating Manual (NISPOM) as well as the requirements set forth above.

C.29 HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

C.30 IN-PROCESS REVIEWS (IPR)

The contractor shall conduct quarterly IPRs with the NSWC Contracting Officer, Contract Specialist, COR and other NSWCDD and CDSADN personnel as designated by the COR.

C.31 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

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(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as

the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to:

(1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted;

(2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer;

(3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement;

(4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and

(5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

C.32 HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, and be permitted, within the plant and on the vessel(s) to perform and fulfill their respective obligations to the Government. The Contractor shall make

reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

C.33 HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA)(DEC 2005)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO),

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an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved

ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be

in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or

default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by

all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this

contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

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(g) The same restriction as in paragraph (f) above applies to other non-US citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.

C.34 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor

warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the

computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or l i m i t the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

C.35 HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)

(a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.

(b) General Requirement –

(1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DICMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be

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developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) – An NECP should be submitted whenever necessary to document

administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall

also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a

change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MILHDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(7) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR

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52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

C.36 HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

- a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).
- b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
- c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

C.37 HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a

person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the order work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the order, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this order may create a potential organizational conflict of interest on the instant order or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this order shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where

the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this order. This prohibition shall expire after a period of three years after completion of performance of this order.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The

terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this order and for a period of three years after completion of performance of this order, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed

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under this order. This exclusion does not apply to any recompetition for those systems, components, or services furnished pursuant to this order. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it

shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this order for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this order; nor, shall this requirement

preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies

provided by law or elsewhere included in this order.

(n) Compliance with this requirement is a material requirement of this order.

C.38 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

Offerors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Notwithstanding the existence or

non-existence of an OCI clause in the current contract, the offeror shall comply with FAR 9.5 and identify if an OCI

exists at any tier or arises at any tier at any time during contract performance. The contractor shall provide notice within 14 days of receipt of any information that may indicate a Potential OCI and how they shall mitigate this.

C.39 HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or

different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or

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function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer (ACO) and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

C.40 ECRAFT STANDARD LANGUAGE

(a) The Contractor shall upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditure for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

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SECTION D PACKAGING AND MARKING

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

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practices. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

E.1 HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and Acceptance shall be performed at CDSADN by the Contracting Officer Representative (COR) designated herein.

E.2 PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) that is provided below.

(b) The QASP defines this evaluation and acceptance to be part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

E.3 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

E.3.0 PURPOSE

E.3.1 This Quality Assurance Surveillance Plan (QASP) is a Government-developed and applied document used to make sure that systematic quality assurance methods are used in the administration of this performance-based contract. The intent is to ensure that the contractor performs in accordance with the performance objectives and the Government receives the quality of services called for in the contract. In addition, this QASP provides the specific criteria and process to be followed in determining whether to exercise the option periods.

E.3.2 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/ quality levels identified in the Performance Work Statement (PWS) and the contractor's quality control plan (QCP), and to ensure that the Government pays only for the level of services required and received.

E.3.3 This QASP defines the roles and responsibilities of Government personnel involved in the evaluation of the quality of contractor performance, identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

E.4 AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance which provides for inspections and acceptance of the services and deliverables called for in service contracts to be executed by the PCO or a duly authorized representative.

E.5 SCOPE

E.5.1 The PWS structures the acquisition around “what” service or quality level is required, as opposed to “how” the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

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E.5.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus provides the contractor flexibility to continuously improve and innovate over the course of the Task Order as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

E.5.3 The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor’s own quality control plan (QCP). Quality control is work output, not workers, and therefore includes all work performed under this Task Order regardless of whether the work is performed by contractor employees or by subcontractors. The contractor’s QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report its performance to the designated Government representative. This QASP enables the Government to take advantage of the contractor’s QCP.

E.5.4 The Government will assess performance using the methodology contained herein and the Contractor Performance Assessment Reporting System (CPARS) to determine how the contractor is performing against communicated performance objectives. CPARS assesses a contractor’s performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at: <http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available) supportable by program and contract management data. The QASP methodology and CPARS performance expectations will be addressed in the Government and contractor’s initial post-award meeting. Potential sources of data may include, but are not limited to, the following:

- a) Status and progress reviews and reports
- b) Production and management reviews and reports
- c) Management and engineering process reviews (e.g. risk management, requirements management, etc.) and reports
- d) Cost performance reports and other cost and schedule metrics
- e) Measures of progress and status of resources
- f) Measures of deliverable timeliness and accuracy
- g) Measures of product quality and process performance
- h) External and sponsor feedback/comments and satisfaction ratings
- i) Systems engineering and other technical progress reviews
- j) Technical interchange meetings
- k) Physical and functional configuration audits
- l) Quality reviews and quality assurance evaluations
- m) Functional performance evaluations

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n) Subcontractor reports

E.5.5 A preliminary CPARS evaluation/rating will be accomplished. The purpose of this review is to determine whether the contractor is performing at least at a Satisfactory level for each area to be assessed using Table 1. This methodology will be utilized as an important factor in determining whether or not to exercise Option 1 and 2 under the Task Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

E.6 ROLES AND RESPONSIBILITIES

E.6.1 Procuring Contracting Officer (PCO)

E.6.1.1 An individual duly appointed with the authority to enter into (PCO) or administer (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this contract is identified in Section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting Task Order. PCO's are designated via a written warrant, which sets forth limitations of their respective authority.

E.6.1.2 The PCO ensures performance of all necessary actions for effective contract administration, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the PCO that ensures the contractor receives impartial, fair, and equitable treatment under the Task Order. The PCO is ultimately responsible for the final determination of the acceptability of the contractor's performance.

E.6.2 Contract Specialist

E.6.2.1 Assigned by the PCO to provide daily administration of the contract.

E.6.3 Contracting Officer's Representative

E.6.3.1 An individual appointed in writing by the PCO to act as his/her authorized representative to assist in technical administration of the Task Order. The COR is appointed in the Task Order award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the Task Order.

E.6.3.2 The COR is responsible for technical administration of the Contract and assures proper surveillance of the contractor's technical performance. The COR provides QASP reports to the PCO.

E.6.3.3 Provides input to the Contract Specialist and the PCO as to the quality of performance for areas addressed in this QASP.

E.6.3.4 The COR is not empowered to make any contractual commitments or to authorize any changes on the CO's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions will be referred to the PCO for action.

E.6.4 Subject Matter Expert

E.6.4.1 SMEs are individuals who may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the contract.

E.6.4.2 The SME provides input to the COR as to the quality of technical performance for their respective area(s) of expertise.

E.6.4.3 A SME cannot, in any manner, alter the scope of the contract, make commitments, or authorize any changes on the Government's behalf.

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E.6.5 Schedule

The initial QASP evaluation will be finalized no later than the end of month eight (8) of the Base Period. QASP evaluations for subsequent option periods shall follow the same schedule described in this section. In order to accomplish this, the following schedule applies:

E.6.5.1 Contractor Self-Assessment (written) due to the PCO and the COR no later than the end of month seven (7) of the period of performance based on at least six (6) months of support. Failure of the contractor to make a timely delivery will be viewed as the contractor's overall inability to comply with Contract schedules.

E.6.5.2 COR's Written Assessment due to the PCO no later than the end of week two (2) of month eight (8) of the period of performance.

E.6.5.3 Week four (4) of month eight (8) of the period of performance: The PCO will hold a meeting with the COR and the contractor for the purpose of reviewing inputs and determining the overall assessment rating level for the period.

E.6.6 Identification of Required Performance Standards/Quality Levels

E.6.6.1 Table 1 provides the overall performance ratings. Table 2 provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.

E.6.6.2 The required performance standards and quality levels are included in Table 1, "Performance Standards". If the contractor meets the required service or performance level, the contractor will receive positive preliminary QASP and CPARS ratings. If the contractor fails to meet the required performance level, the result will be negative QASP and CPARS ratings.

E.6.6.3 If the contractor fails to meet the required performance level based on the preliminary review conducted in accordance with section E.6.5 above, the Government may not exercise the next Option period under the Task Order. "Meeting the required performance level" means that the contractor must receive at least a Satisfactory rating (see Table 1) for each of the five(5) major elements that are evaluated (Task Performance, Staffing, Customer Satisfaction, Management Performance, and Cost Management and Efficiency) for the performance period being evaluated.

E.6.7 Methodologies to Monitor Performance

E.6.7.1 Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods will be used by the Government to evaluate contractor performance when appropriate. The Government will use the following methods of surveillance:

- a) Random monitoring
- b) 100% Inspection
- c) Periodic Inspection
- d) Customer Feedback

E.6.7.2 Customer Feedback

E.6.7.2.1 The contractor is expected to establish and maintain professional communication between its employees and customers at all levels. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and

can be measured through customer complaints.

E.6.7.2.2 Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the PCO, as opposed to the contractor.

E.6.7.2.3 Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints, investigate and work with the PCO and contractor to resolve the issue.

E.6.7.2.4 Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

E.7 QUALITY ASSURANCE DOCUMENTATION

E.7.1 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards and performance monitoring techniques are expressed in Table 1.

E.7.2 Monitoring System

The Government's QA surveillance, accomplished by the COR, in conjunction with the PCO, will be reported using the methodology described herein. Interim evaluations will be done in accordance with paragraph E.6.5 as input to Option Exercise determinations. Formal CPARS evaluations will be conducted on an annual basis.

Table 1 – Overall Performance Ratings

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many requirements to the Government's benefit
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit
Satisfactory	Performance meets contractual requirements
Marginal	Performance does not meet some contractual requirements. Some elements being assessed reflect a serious problem for which the contractor has not yet implemented satisfactory corrective measures.
Unsatisfactory	Performance does not meet contractual requirements and recovery is not likely in a timely manner. Contractor's corrective actions to date are ineffective.

Table 2 – Task Performance Evaluation Criteria and Standards

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
I. Task Performance					
Timeliness	Contractor frequently misses deadlines, or is slow or non-responsive to Government requests.	Contractor occasionally misses deadlines, schedules, or is slow or occasionally non-responsive to Government requests.	Contractor routinely meets deadlines, schedules, and quickly responds to Government requests.	Contractor routinely meets deadlines and schedules and occasionally delivering early and responds immediately to Government requests.	Contractor routinely delivers ahead of deadlines, schedules, and responds immediately to Government requests.
Quality	Deliverables are typically not well researched and contain many technical inaccuracies. Rework is frequently required.	Deliverables are occasionally not well researched and contain some technical inaccuracies. Rework is occasionally required.	Deliverables received are well researched, complete and technically accurate. No more than one (1) revision is typically needed to accept the item. Other deliverables meet all Contract requirements.	Deliverables received are well researched, complete, and technically accurate. Other deliverables meet all Contract requirements.	Deliverables received are always well researched, complete, and technically accurate. They frequently exceed technical expectations. Rework is not required. Other deliverables typically exceed all Contract requirements.
II. Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides marginally qualified personnel. Lapses in coverage occur more than occasionally.	Contractor provides qualified personnel. Lapses in coverage occur occasionally and are successfully managed by the contractor to minimize impact on timeliness or quality. New/and or substitute resumes submitted IAW contract requirements. Personnel work products fully consistent with resume qualifications.	Contractor provides a mix of qualified and highly qualified personnel. Lapses in coverage are rare and are successfully managed by the contractor with no impact on timeliness or quality. New/and or substitute resumes submitted IAW contract requirements. Personnel work products fully	Contractor provides highly qualified personnel. No lapses in coverage. New/and or substitute resumes submitted IAW contract requirements. Personnel work products fully consistent with resume qualifications.

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
				consistent with resume qualifications.	
III. Customer Satisfaction	Contractor fails to meet customer expectations.	Contractor occasionally fails to meet customer expectations.	Contractor meets customer expectations.	Contractor routinely meets or occasionally exceeds customer expectations.	Contractor exceeds customer expectations.
IV. Management Performance					
Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are generally resolved but take unusual Government effort to resolve or take an excessive amount of time to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems occur infrequently and are generally resolved quickly with minimal Government involvement.	Problems are non-existent or the contractor takes corrective action without Government involvement.
Responsiveness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is occasionally unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally proactive in anticipating concerns.	Contractor's management takes proactive approach in dealing with Government representatives and anticipates concerns.
Communication	Contractor fails to communicate with Government in an effective and timely manner.	Contractor occasionally fails to communicate with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner and is frequently proactive in managing communications.	Contractor takes proactive approach such that communications are almost always clear, effective, and timely.
V. Cost Management & Efficiency					
Cost Mgmt & Reporting	Contractor regularly experiences cost overruns.	Contractor may experience occasional cost overruns.	Contractor routinely completes the effort within the originally agreed-to estimated cost.	Contractor routinely completes the effort within the originally agreed-to	Contractor often completes the effort at lower than estimated costs. Funds and resources used in a

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
	<p>Cost reports are late and contain errors.</p> <p>Invoicing is not accurate or submitted in a timely manner.</p> <p>Supporting detail is missing or incomplete.</p> <p>Subcontractor invoices are rarely paid in a timely manner</p>	<p>Cost reports are occasionally late and/or contain errors.</p> <p>Invoices are occasionally late or contain errors.</p> <p>Supporting detail contains occasional errors.</p> <p>Subcontractor invoices are not paid in a timely manner</p> <p>SB subcontractor invoices are not expedited</p>	<p>Funds and resources are used in cost-effective manner.</p> <p>Cost reports are timely, accurate, complete, and clearly written.</p> <p>Invoices are (no more than 3.5 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner</p> <p>SB subcontractor invoices are expedited</p>	<p>estimated cost and experiences occasional cost underruns.</p> <p>Funds and resources are used in cost-effective manner.</p> <p>Cost reports are timely, accurate, complete, and clearly written.</p> <p>Invoices are (no more than 3 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner</p> <p>SB subcontractor invoices are expedited</p>	<p>most cost-effective manner.</p> <p>Cost reports are timely, accurate, complete, and clearly written.</p> <p>Invoices are on time (no more than 2 weeks after end date of period being invoiced) and are accurate.</p> <p>All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner</p> <p>SB subcontractor invoices are expedited</p>
<p>Other Direct Costs (ODC)</p>	<p>ODCs are not accurately or timely reported or invoiced. Errors are not quickly corrected.</p> <p>Contractor does not comply with contract requirements for ODC authorizations.</p> <p>Burdened unit costs higher than proposed.</p>	<p>ODCs are occasionally not reported or invoiced in timely manner. Errors not consistently corrected in a timely manner.</p> <p>Contractor occasionally does not comply with authorization requirements in contract.</p> <p>Burdened unit costs are rarely higher than</p>	<p>ODCs are accurately and timely reported and invoiced. Any errors noted are quickly corrected.</p> <p>Contractor complies with contract requirements for ODC authorization 100% of time.</p> <p>Burdened unit costs are no higher than proposed.</p>	<p>ODCs are accurately and timely reported and invoiced. Errors are rare and quickly corrected.</p> <p>Contractor complies with contract requirements for ODC authorization 100% of time.</p> <p>Burdened unit costs are occasionally lower than</p>	<p>ODCs are accurately and timely reported and invoiced.</p> <p>Contractor complies with contract requirements for ODC authorization 100% of time.</p> <p>Burdened unit costs are often lower than proposed.</p>

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ELEMENT	UNSATIS- FACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
		proposed.		proposed.	

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	8/26/2015 - 8/25/2016
7001AA	8/26/2015 - 8/25/2016
7001AB	8/26/2015 - 8/25/2016
7001AC	8/26/2015 - 8/25/2016
7001AD	8/26/2015 - 8/25/2016
7001AE	8/26/2015 - 8/25/2016
7001AF	8/26/2015 - 8/25/2016
7001AG	8/26/2015 - 8/25/2016
7001AH	9/23/2015 - 8/25/2016
7001AJ	9/30/2015 - 8/25/2016
7001AK	9/30/2015 - 8/25/2016
7001AL	10/22/2015 - 8/25/2016
7001AM	12/15/2015 - 8/25/2016
7001AN	12/15/2015 - 8/25/2016
7001AP	12/15/2015 - 8/25/2016
7001AQ	1/28/2016 - 8/25/2016
7001AR	1/28/2016 - 8/25/2016
7001AS	2/16/2016 - 8/25/2016
7001AT	3/21/2016 - 8/25/2016
7001AU	3/29/2016 - 8/25/2016
7001AV	5/6/2016 - 8/25/2016
7001AW	5/24/2016 - 8/25/2016
7100	8/26/2016 - 8/25/2017
7101AA	8/26/2016 - 8/25/2017
7101AB	8/26/2016 - 8/25/2017
7101AC	8/29/2016 - 8/25/2017
7101AD	9/2/2016 - 8/25/2017
7101AE	9/2/2016 - 8/25/2017
7101AF	9/2/2016 - 8/25/2017
7101AG	9/2/2016 - 8/25/2017
7101AH	9/2/2016 - 8/25/2017
7101AJ	9/2/2016 - 8/25/2017
7101AK	9/14/2016 - 8/25/2017
7101AL	9/14/2016 - 8/25/2017
7101AM	9/14/2016 - 8/25/2017
7101AN	10/17/2016 - 8/25/2017
7101AP	12/2/2016 - 8/25/2017
7101AQ	12/2/2016 - 8/25/2017
7101AR	12/7/2016 - 8/25/2017

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7101AS	12/7/2016 - 8/25/2017
7101AT	12/27/2016 - 8/25/2017
7101AU	1/9/2017 - 8/25/2017
7101AV	2/2/2017 - 8/25/2017
7101AW	2/2/2017 - 8/25/2017
7101AX	2/2/2017 - 8/25/2017
7101AY	2/2/2017 - 8/25/2017
7101AZ	3/30/2017 - 8/25/2017
7101BA	5/9/2017 - 8/25/2017
7101BB	6/19/2017 - 8/25/2017
7101BC	7/10/2017 - 8/25/2017
7201AA	8/26/2017 - 8/25/2018
7201AB	8/26/2017 - 8/25/2018
7201AC	8/26/2017 - 8/25/2018
7201AD	8/26/2017 - 8/25/2018
7201AE	8/29/2017 - 8/25/2018
7201AF	8/29/2017 - 8/25/2018
7201AG	8/29/2017 - 8/25/2018
7201AH	8/29/2017 - 8/25/2018
7201AJ	8/29/2017 - 8/25/2018
7201AK	8/29/2017 - 8/25/2018
7201AL	8/29/2017 - 8/25/2018
7201AM	8/29/2017 - 8/25/2018
7201AN	8/29/2017 - 8/25/2018
7201AP	9/15/2017 - 8/25/2018
7201AQ	9/22/2017 - 8/25/2018
7201AR	9/26/2017 - 8/25/2018
7201AS	11/8/2017 - 8/25/2018
7201AT	12/22/2017 - 8/25/2018
7201AU	12/22/2017 - 8/25/2018
7201AV	2/14/2018 - 8/25/2018
7201AW	2/14/2018 - 8/25/2018
7201AX	2/14/2018 - 8/25/2018
7201AY	2/14/2018 - 8/25/2019
7201AZ	2/14/2018 - 8/25/2018
7201BA	4/4/2018 - 8/25/2018
7201BB	4/4/2018 - 8/25/2018
7201BC	5/18/2018 - 8/25/2018
7201BD	5/18/2018 - 8/25/2018
7201BE	6/7/2018 - 8/25/2018
7201BF	6/7/2018 - 8/25/2018
7201BG	6/7/2018 - 8/25/2018
7201BH	7/30/2018 - 8/25/2018

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7201BJ	7/30/2018 - 8/25/2018
7201BK	8/13/2018 - 8/25/2018
7201BL	8/13/2018 - 8/25/2018
7301AA	8/26/2018 - 11/30/2018
7301AB	8/26/2018 - 11/30/2018
7301AC	8/26/2018 - 11/30/2018
7301AD	8/26/2018 - 11/30/2018
7301AE	8/26/2018 - 11/30/2018
7301AF	9/24/2018 - 11/30/2018
7301AG	11/5/2018 - 11/30/2018
7301AH	11/5/2018 - 11/30/2018
9000	8/26/2015 - 8/25/2016
9001AA	8/26/2015 - 8/25/2016
9001AB	8/26/2015 - 8/25/2016
9001AC	8/26/2015 - 8/25/2016
9001AD	8/26/2015 - 8/25/2016
9001AE	8/26/2015 - 8/25/2016
9001AF	8/26/2015 - 8/25/2016
9001AG	8/26/2015 - 8/25/2016
9001AH	9/23/2015 - 8/25/2016
9001AJ	9/30/2015 - 8/25/2016
9001AK	12/15/2015 - 8/25/2016
9001AL	12/15/2015 - 8/25/2016
9001AM	1/28/2016 - 8/25/2016
9001AN	3/21/2016 - 8/25/2016
9001AP	5/6/2016 - 8/25/2016
9001AQ	5/24/2016 - 8/25/2016
9100	8/26/2016 - 8/25/2017
9101AA	8/26/2016 - 8/25/2017
9101AB	8/26/2016 - 8/25/2017
9101AC	8/29/2016 - 8/25/2017
9101AD	9/14/2016 - 8/25/2017
9101AE	9/14/2016 - 8/25/2017
9101AF	9/14/2016 - 8/25/2017
9101AG	12/7/2016 - 8/25/2017
9101AH	12/27/2016 - 8/25/2017
9101AJ	3/30/2017 - 8/25/2017
9101AK	6/19/2017 - 8/25/2017
9101AL	7/10/2017 - 8/25/2017
9200	8/26/2017 - 8/25/2018
9201AA	8/26/2017 - 8/25/2018
9201AB	8/26/2017 - 8/25/2018
9201AC	8/26/2017 - 8/25/2018

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9201AD	8/26/2017 - 8/25/2018
9201AE	8/29/2017 - 8/25/2018
9201AF	8/29/2017 - 8/25/2018
9201AG	8/29/2017 - 8/25/2018
9201AH	8/29/2017 - 8/25/2018
9201AJ	8/29/2017 - 8/25/2018
9201AK	8/29/2017 - 8/25/2018
9201AL	8/29/2017 - 8/25/2018
9201AM	8/29/2017 - 8/25/2018
9201AN	8/29/2017 - 8/25/2018
9201AP	9/15/2017 - 8/25/2018
9201AQ	9/26/2017 - 8/25/2018
9201AR	12/22/2017 - 8/25/2018
9201AS	12/22/2017 - 8/25/2018
9201AT	2/14/2018 - 8/25/2018
9201AU	2/14/2018 - 8/25/2018
9201AV	4/4/2018 - 8/25/2018
9201AW	4/4/2018 - 8/25/2018
9201AX	5/18/2018 - 8/25/2018
9201AY	6/7/2018 - 8/25/2018
9301AA	8/26/2018 - 11/30/2018
9301AB	8/26/2018 - 11/30/2018
9301AC	8/26/2018 - 11/30/2018
9301AD	8/26/2018 - 11/30/2018
9301AE	9/24/2018 - 11/30/2018
9301AF	11/5/2018 - 11/30/2018

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	8/26/2015 - 8/25/2016
7001AA	8/26/2015 - 8/25/2016
7001AB	8/26/2015 - 8/25/2016
7001AC	8/26/2015 - 8/25/2016
7001AD	8/26/2015 - 8/25/2016
7001AE	8/26/2015 - 8/25/2016
7001AF	8/26/2015 - 8/25/2016
7001AG	8/26/2015 - 8/25/2016
7001AH	9/23/2015 - 8/25/2016
7001AJ	9/30/2015 - 8/25/2016
7001AK	9/30/2015 - 8/25/2016

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7001AL	10/22/2015 - 8/25/2016
7001AM	12/15/2015 - 8/25/2016
7001AN	12/15/2015 - 8/25/2016
7001AP	12/15/2015 - 8/25/2016
7001AQ	1/28/2016 - 8/25/2016
7001AR	1/28/2016 - 8/25/2016
7001AS	2/16/2016 - 8/25/2016
7001AT	3/21/2016 - 8/25/2016
7001AU	3/29/2016 - 8/25/2016
7001AV	5/6/2016 - 8/25/2016
7001AW	5/24/2016 - 8/25/2016
7100	8/26/2016 - 8/25/2017
7101AA	8/26/2016 - 8/25/2017
7101AB	8/26/2016 - 8/25/2017
7101AC	8/29/2016 - 8/25/2017
7101AD	9/2/2016 - 8/25/2017
7101AE	9/2/2016 - 8/25/2017
7101AF	9/2/2016 - 8/25/2017
7101AG	9/2/2016 - 8/25/2017
7101AH	9/2/2016 - 8/25/2017
7101AJ	9/2/2016 - 8/25/2017
7101AK	9/14/2016 - 8/25/2017
7101AL	9/14/2016 - 8/25/2017
7101AM	9/14/2016 - 8/25/2017
7101AN	10/17/2016 - 8/25/2017
7101AP	12/2/2016 - 8/25/2017
7101AQ	12/2/2016 - 8/25/2017
7101AR	12/7/2016 - 8/25/2017
7101AS	12/7/2016 - 8/25/2017
7101AT	12/27/2016 - 8/25/2017
7101AU	1/9/2017 - 8/25/2017
7101AV	2/2/2017 - 8/25/2017
7101AW	2/2/2017 - 8/25/2017
7101AX	2/2/2017 - 8/25/2017
7101AY	2/2/2017 - 8/25/2017
7101AZ	3/30/2017 - 8/25/2017
7101BA	5/9/2017 - 8/25/2017
7101BB	6/19/2017 - 8/25/2017
7101BC	7/10/2017 - 8/25/2017
7201AA	8/26/2017 - 8/25/2018
7201AB	8/26/2017 - 8/25/2018
7201AC	8/26/2017 - 8/25/2018
7201AD	8/26/2017 - 8/25/2018

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7201AE	8/29/2017 - 8/25/2018
7201AF	8/29/2017 - 8/25/2018
7201AG	8/29/2017 - 8/25/2018
7201AH	8/29/2017 - 8/25/2018
7201AJ	8/29/2017 - 8/25/2018
7201AK	8/29/2017 - 8/25/2018
7201AL	8/29/2017 - 8/25/2018
7201AM	8/29/2017 - 8/25/2018
7201AN	8/29/2017 - 8/25/2018
7201AP	9/15/2017 - 8/25/2018
7201AQ	9/22/2017 - 8/25/2018
7201AR	9/26/2017 - 8/25/2018
7201AS	11/8/2017 - 8/25/2018
7201AT	12/22/2017 - 8/25/2018
7201AU	12/22/2017 - 8/25/2018
7201AV	2/14/2018 - 8/25/2018
7201AW	2/14/2018 - 8/25/2018
7201AX	2/14/2018 - 8/25/2018
7201AY	2/14/2018 - 8/25/2019
7201AZ	2/14/2018 - 8/25/2018
7201BA	4/4/2018 - 8/25/2018
7201BB	4/4/2018 - 8/25/2018
7201BC	5/18/2018 - 8/25/2018
7201BD	5/18/2018 - 8/25/2018
7201BE	6/7/2018 - 8/25/2018
7201BF	6/7/2018 - 8/25/2018
7201BG	6/7/2018 - 8/25/2018
7201BH	7/30/2018 - 8/25/2018
7201BJ	7/30/2018 - 8/25/2018
7201BK	8/13/2018 - 8/25/2018
7201BL	8/13/2018 - 8/25/2018
7301AA	8/26/2018 - 11/30/2018
7301AB	8/26/2018 - 11/30/2018
7301AC	8/26/2018 - 11/30/2018
7301AD	8/26/2018 - 11/30/2018
7301AE	8/26/2018 - 11/30/2018
7301AF	9/24/2018 - 11/30/2018
7301AG	11/5/2018 - 11/30/2018
7301AH	11/5/2018 - 11/30/2018
9000	8/26/2015 - 8/25/2016
9001AA	8/26/2015 - 8/25/2016
9001AB	8/26/2015 - 8/25/2016
9001AC	8/26/2015 - 8/25/2016

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9001AD	8/26/2015 - 8/25/2016
9001AE	8/26/2015 - 8/25/2016
9001AF	8/26/2015 - 8/25/2016
9001AG	8/26/2015 - 8/25/2016
9001AH	9/23/2015 - 8/25/2016
9001AJ	9/30/2015 - 8/25/2016
9001AK	12/15/2015 - 8/25/2016
9001AL	12/15/2015 - 8/25/2016
9001AM	1/28/2016 - 8/25/2016
9001AN	3/21/2016 - 8/25/2016
9001AP	5/6/2016 - 8/25/2016
9001AQ	5/24/2016 - 8/25/2016
9100	8/26/2016 - 8/25/2017
9101AA	8/26/2016 - 8/25/2017
9101AB	8/26/2016 - 8/25/2017
9101AC	8/29/2016 - 8/25/2017
9101AD	9/14/2016 - 8/25/2017
9101AE	9/14/2016 - 8/25/2017
9101AF	9/14/2016 - 8/25/2017
9101AG	12/7/2016 - 8/25/2017
9101AH	12/27/2016 - 8/25/2017
9101AJ	3/30/2017 - 8/25/2017
9101AK	6/19/2017 - 8/25/2017
9101AL	7/10/2017 - 8/25/2017
9200	8/26/2017 - 8/25/2018
9201AA	8/26/2017 - 8/25/2018
9201AB	8/26/2017 - 8/25/2018
9201AC	8/26/2017 - 8/25/2018
9201AD	8/26/2017 - 8/25/2018
9201AE	8/29/2017 - 8/25/2018
9201AF	8/29/2017 - 8/25/2018
9201AG	8/29/2017 - 8/25/2018
9201AH	8/29/2017 - 8/25/2018
9201AJ	8/29/2017 - 8/25/2018
9201AK	8/29/2017 - 8/25/2018
9201AL	8/29/2017 - 8/25/2018
9201AM	8/29/2017 - 8/25/2018
9201AN	8/29/2017 - 8/25/2018
9201AP	9/15/2017 - 8/25/2018
9201AQ	9/26/2017 - 8/25/2018
9201AR	12/22/2017 - 8/25/2018
9201AS	12/22/2017 - 8/25/2018
9201AT	2/14/2018 - 8/25/2018

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9201AU	2/14/2018 - 8/25/2018
9201AV	4/4/2018 - 8/25/2018
9201AW	4/4/2018 - 8/25/2018
9201AX	5/18/2018 - 8/25/2018
9201AY	6/7/2018 - 8/25/2018
9301AA	8/26/2018 - 11/30/2018
9301AB	8/26/2018 - 11/30/2018
9301AC	8/26/2018 - 11/30/2018
9301AD	8/26/2018 - 11/30/2018
9301AE	9/24/2018 - 11/30/2018
9301AF	11/5/2018 - 11/30/2018

The periods of performance for the following Option Items are as follows:

7200	8/26/2017 - 8/25/2018
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The periods of performance for the Data Items are as follows:

7099	8/26/2015-8/25/2016
7199	8/26/2016-8/25/2017
7299	8/26/2017-8/25/2018

Services to be performed hereunder will be provided at 1922 Regulus Avenue, Virginia Beach, VA 23461 (CDSADN).

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423-1.

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SECTION G CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the Seaport-e software. Each obligation of funds receives a unique SLIN identifier, unless the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area that is funded incrementally could have multiple SLINs. Accounting for expenditures at the SLIN level is required.

G.2 SPECIAL INVOICE INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/work breakdown structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/WBS item level. Each identified project/work area/WBS shall be invoiced by its associated CLIN and ACRN. If multiple ACRNs are associated with a single project/work area/WBS, the contractor shall consult with the Contracting Officer Representative for additional invoicing instructions.

G.3 PAYMENT INSTRUCTION

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

Note: The Government may change the Payment Instruction.

G.4 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

(d) Subject Matter Experts: None Listed

The SME is the COR's subject matter expert for specific work areas as described in the QASP in Section E. SMEs will be identified at the Technical Instruction level.

G.5 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012):

(a) Definitions. As used in this clause—

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“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area Work Flow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov> ; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/> .

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

_____ Cost Voucher _____

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the Contracting Officer.

N63273.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S5111A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Same as Admin DODAAC
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA47B
Other DoDAAC(s)	Not Applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send

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Additional Email Notifications” field of WAWF once a document is submitted in the system.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact: DLGR_NSWC_WAWF_Admin@navy.mil.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

G.6 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of

work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

G.7 CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause in Section H, Consent to Subcontract authority is retained by the PCO. The following subcontractors are approved on this Task Order:

G.8 Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs

The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available thru advance purchase. Charges associated with itinerary changes and cancelations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause. The contractor is encouraged to suggest

a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

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The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary CONUS facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources for both unclassified and classified applications.

(d) The requirements of the above clause apply equally to subcontractors and consultants.

G.9 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below.

(b) The following payment instructions apply to this contract:

(1) *Line item specific: single funding.* If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the Performance Work Statement (PWS), the Government desires Key Personnel with the appropriate experience and professional qualifications. Key Personnel qualification levels are considered to be desired for those individuals whose resumes are submitted for evaluation with the proposal. All individuals performing under the key personnel labor categories are considered key. Resumes for any replacement of key personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed.

H.2 KEY LABOR CATEGORY -- DESIRED QUALIFICATIONS

H.2.1 Program Manager

Ten years full-time professional experience in managing programs of similar scope and complexity as those in the PWS. Three years in Project Management of a complex software engineering development project requiring task effort monitoring through the use of Cost Schedule and Deliverable status determination and applied skills in Risk Mitigation practices. Past experience includes management with DoD acquisition programs.

H.2.2 Senior Technical Project Manager

Ten years full-time professional experience in managing technical efforts of similar scope and complexity as those in the PWS. Five years of experience managing a technical production team performing project works similar to that listed in the PWS, as well as the following experience and knowledge in:

- a) Technical direction for development, design, and systems integration of software and/or systems projects from definition phase through implementation.
- b) Knowledge of industry trends and developments to improve products.
- c) Creating and executing development plans.
- d) Performing as a technical lead and liaison between development staff and project managers.
- e) Managing technical resources within budget and project schedules.
- f) Coordinating and directing all technical efforts of a design and development team.
- g) Resolving all technical disputes within a team environment.
- h) Identified and managed technical and schedule risks associated with design/development efforts.
- j) Prepared, coordinated, and integrated team schedules, determined team milestone review criteria and assigned and tracked team action items.

H.2.3 Senior Software Systems Engineer

Ten years of full-time professional experience, including five years in support of a major shipboard combat and/or training system. Five years of full time experience leading the implementation of DoD system engineering and development standards. Experience managing a diverse technical team in the areas of capability identification and requirement analysis, for both software and hardware, in support of Naval shipboard, aviation, or submarine training and/or combat systems.

H.2.4 Senior Computer Programmer

Ten years full-time experience in support of a system such as a Battle Force Tactical Training (BFTT) Family of Systems, Ship Self Defense Systems (SSDS) MK2, AEGIS, Combat Direction System (CDS), or Advanced

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Combat Direction System (ACDS) . Demonstrated Experience in:

- a) The production of specific code design from requirements and design documentation.
- b) The implementation of software design models into source code.
- c) 'Hands on' experience in the progression of a system's code through the various phases of the design, development, and production phases. Emphasis should be placed on the languages, software design and development tools, and development models used.
- d) Participation in code reviews for design, integration, and performance.
- e) Experience with software development standards such as MIL-STD 2167

H.2.5 Senior Computer Systems Analyst

Ten years of full-time professional experience working as a Computer Systems Analyst, six years of which was in support of a major shipboard, aviation, or submarine system and/or training system. Experience analyzing systems and software architectures, requirements and designs. Experience leading a team of systems analysts in the areas of system/software analysis in support of Naval shipboard, aviation or submarine training and/or combat systems.

H.2.6 Senior Test and Evaluation Engineer

Ten years of full-time professional experience, five years of which was in support of a major shipboard combat and/or training system. Experience managing a diverse team providing quality independent verification and validation (IV&V) expertise in the task areas specified in the PWS. Testing of complex systems and subsystems that includes:

- a) Planning of complex operational and engineering interoperability tests composed of components from Navy, Joint and Coalition forces in support of planned test events.
- b) System Engineering & Verification and Validation Test development
- c) Integration and Interoperability Assessment and Certification testing

H.3 NON-KEY LABOR CATEGORY -- MINIMUM QUALIFICATIONS

In order to provide additional clarification to the Performance Work Statement, minimum qualifications are provided for non-key personnel. The contractor shall provide non-key personnel who meet or exceed the minimum qualifications provided below. Prior to charging non-key personnel labor to this order, the contractor shall provide written certification stating the individual's name, labor category, and certification that the individual meets or exceeds the minimum qualifications of the labor category. This written certification shall be made by email to the Contract Specialist and the COR.

H.3.1 Intermediate Software Systems Engineer

Eight years of full-time professional experience working as a Software Systems Engineer. One year of experience working in support of a major shipboard system is required.

H.3.2 Associate Software Systems Engineer

Two years of full-time professional experience working as a Software Systems Engineer. One year of experience working in support of a major shipboard system.

H.3.3 Intermediate Computer Programmer

Four years of full-time professional experience working as a Computer Programmer, three years of which have been in support of a major shipboard combat and/or training system. Experience programming in C, C++, Java, XML programming languages. Experience programming Linux, vxWorks, and MS Windows shell scripts and MS Office applications code. Experience programming Network Protocols such as sockets, IP addresses, etc. Experience participating within a diverse team in the areas of software design and development in support of

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Naval shipboard, aviation or submarine training and/or combat systems.

H.3.4 Associate Computer Programmer (SCA Code 14073)

Two years of full-time professional experience working as a Computer Programmer. Experience programming in C, C++, Java, XML programming languages. Experience participating within a diverse team in the areas of software design and development.

H.3.5 Intermediate Computer Systems Analyst

Six years of full-time professional experience working as a Computer Systems Analyst, two years of which must have been in support of a major shipboard system and/or training system. Experience analyzing systems/software architectures, requirements, and designs. Experience participating as a team member of systems analysts in the areas of system software analysis in support of Naval shipboard, aviation or submarine training and/or combat systems.

H.3.6 Associate Computer Systems Analyst (SCA Code 14103)

Two years of full-time professional experience working as a Computer Analyst. Experience programming in C, C++, Java, XML programming languages. Experience participating within a diverse team in the areas of software analysis and development.

H.3.7 Intermediate Test and Evaluation Engineer

Five years of full-time professional experience, two years of which must have been in support of a major shipboard combat and/or training system providing quality independent verification and validation (IV&V) expertise in the task areas specified in the PWS. Testing of complex systems and subsystems that includes:

- a) Test Planning of complex operational and engineering interoperability testing composed of single or multiple components including Navy, Joint and Coalition, and any variation
- b) System Engineering & Verification and Validation Test development
- c) Integration and Interoperability Assessment and Certification testing

H.3.8 Associate Test and Evaluation Engineer

Two years of full-time professional experience with a training system providing quality independent verification and validation (IV&V). Familiarity with testing of complex systems and subsystems.

H.3.9 Computer System Administrator

Six years of full-time experience in network systems, including experience and knowledge in the following areas of support for Government tasking:

- a) Technical analysis and support for acquisition and management of communication hardware and software.
- b) Operating and maintaining LAN/MAN/WAN and other network related equipment.
- c) Formal certification by a major network vendor.
- d) Possession of knowledge of network and computer hardware and software such as bridges, routers, gateways, and modems;
- e) Network operating systems such as Microsoft OS and Servers, NetWare, and Banyan Vines;
- f) Protocols such as TCP/IP, X.25, X.400, and X.500;
- g) Technologies such as ATM, frame relay, and FDDI.
- h) Understanding of network Information Assurance requirements.
- i) Proficiency in System Security Accreditation processes.
- j) Understanding of IAT Level I and IAT Level II functions

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k) CE/NE knowledge and skills, and understanding of current industry methodologies for both hardware and software products.

H.3.10 Documentation Specialist (SCA Code 01070)

Six years of full-time experience in the development, review, and/or production of DoD-related technical documentation using standard military practices.

H.3.11 Technical Writer (SCA Code 30463)

Four years of full-time professional experience in technical writing and or software development experience and:

- a) Specialized understanding of and expertise in one or more areas of systems development documentation including addressing federal government standards
- b) Working knowledge of configuration management and best practices

H.4 5252.237-9106 SUBSTITUTION OF PERSONNEL (Sep 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days*, or ninety (90) days* if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) an explanation of the circumstances necessitating the substitution;
- (2) a complete resume of the proposed substitute; and
- (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.5 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement Resumed Key Personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, COR, and the Alternate COR. Electronic notification via e-mail from the Contracting Officer will serve as written approval/disapproval. This approval is required before an individual may begin charging to the Task Order.

(b) Resumes shall be submitted in the format required. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

(c) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

(d) TRIPWIRE NOTIFICATION. If the employee is a current employee of the contractor (or a subcontractor), the fully burdened hourly rate that will be invoiced under the Task Order shall be provided. If the labor rate to be invoiced for the individual will exceed any Navy labor rate tripwire for service contracts in effect at time of the request for approval, the Contractor shall fully justify why the proposed individual is required for contract performance and the specific benefit to be derived from the individual's addition to the Task Order.

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H.6 RESUME FORMAT AND CONTENT REQUIREMENTS

RESUME FORMAT AND CONTENT: In order to facilitate evaluation, all resumes shall contain the following minimum information:

Complete Name

Task Order Labor Category

Percentage of time to be allocated to this effort

Current level of security clearance level per JPAS (identify if interim or final)

Current work location and planned work location upon award of this Task Order.

If the individual is key on another contract with a period of performance that will overlap this requirement, note plans to satisfy both contracts if the Offeror is selected for award.

Chronological Work History/Experience Show experience and date(s) as follows:

(a) Employer: Dates (month/year); Title(s) held

(b) Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 10-year employment with that firm and to ensure offerors' proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with required experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

(c) Phrases such as "assisted with", "participated in", or "supported" are UNACCEPTABLE except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will NOT be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual.

d) Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information.

(e) Offerors shall note that the lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Government's overall technical requirements.

(f) All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered.

(g) Gaps in experience shall be avoided.

(h) PROFESSIONAL DEVELOPMENT – Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that are directly relevant and impact the offeror's

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ability to perform under the Task Order. For education and training, the following format is preferred:

Academic: Degree(s); Date(s); Institution; Major/Minor

Non-Academic: Course title, date(s), approximate length

Professional licenses and certifications. Note the date obtained for each, as well as the date when each license/certification requires renewal.

(i) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation N00024-15-R-3073 by _____ (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

Offeror
Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee certification shall not be dated earlier than the issue date of this solicitation.

(j) If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offerletter shall be provided. The letter shall identify the projected start date. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

H.7 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

H.8 Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for the number of hours of labor stated below. The following details funding to date:

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H.9 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(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:

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The following requirement applies to every FMS funded CLIN: Only effort uniquely and specifically identifiable to FMS funds (by Case Number) is chargeable to this order. Common support work which benefits other customers will not be charged to this order.

(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 <TBD> 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).

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

H.10 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The table below and information for blanks in paragraph (b) and (d) are to be completed by the Offeror:

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(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Times Accounting (TTA) efforts are included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

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

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(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted:

(1) The total number of man-hours of direct labor expended during the applicable period;

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs;

(3) A breakdown of other costs incurred; and

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost overrun;

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

H.11 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

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(e) The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's Seaport-e fixed fee rate where the subcontractor is also a prime contractor under Seaport-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under Seaport-e. The Government strongly encourages the prime contractor to also implement this under this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

(f) The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a primecontractor under SeaPort-e.

H.13 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD 010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:
GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

H.14 NOTIFICATION OF CHANGES (CT) (JAN 1983)

(a) Definitions. As used in this requirement, the term "Contracting Officer" does not include any representative of the Contracting Officer whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with the Contractor. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any requirement of this contract.

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(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which the Contractor considers would constitute or would require a change to this contract. The parties acknowledge that proper administration of this contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer of any conduct which the Contractor considers would constitute or would require a change to this contract/task order. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date the Contractor identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to the Contractor:

- (i) The date, nature, and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of the individuals directly involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) The particular elements of contract performance for which the Contractor might seek an equitable adjustment under this requirement, including:
 - (1) What performance or what ship(s) have been or might be affected by the potential change;
 - (2) To the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the potential change;
 - (3) To the extent practicable, the Contractor's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and
 - (4) What and in what manner are the particular technical requirements or contract requirements regarded as changed.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, the Contractor shall take no action to implement a potential change until advised by the Contracting Officer in writing as provided in (d) below, unless the potential change was previously directed by the Contracting Officer, in which case the Contractor shall conform therewith. Nothing in this paragraph (c) shall excuse the Contractor from proceeding with contract work other than implementation of the potential change or from proceeding in accordance with directions issued by the Contracting Officer.

(d) Government Response. The Contracting Officer shall promptly, and in any event within twenty-one (21) calendar days after receipt of Notice, respond thereto in writing. In such response, the Contracting Officer shall either:

- (i) Confirm that the conduct of which the Contractor gave notice would constitute a change, and when necessary, direct the mode of further performance, or;
- (ii) Countermand any conduct regarded by the Contractor as a change, or;
- (iii) Deny that the conduct of which the Contractor gave notice would constitute a change and, when necessary, direct the mode of further performance, or;
- (iv) In the event the Contractor's notice information is inadequate to take a decision under (i), (ii), or (iii) above, advise the Contractor what additional information is required. Failure of the Government to respond within the time required above shall be deemed a countermand under (d)(ii).

(e) Equitable Adjustments. Equitable adjustments for changes confirmed or countermanded by the Contracting Officer shall be made in accordance with the clause of this contract entitled "CHANGES", or any other requirement

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of this contract which provides for an equitable adjustment.

(f) Special Procedures. Paragraph (c) provides that the Contractor is to take no action to implement a potential change pending the Contracting Officer's response to the Contractor's notice of the potential change, except where specifically directed by the Contracting Officer. In special situations, however, where

(1) The circumstances do not allow sufficient time to notify the Contracting Officer of the facts prior to the need to proceed with the work, and;

(2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government, the Contractor may proceed with work in accordance with the potential change. In such special situations, the Contractor shall advise the Contracting Officer in writing within ten (10) days of the conduct giving rise to the potential change that the Contractor has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (3) calendar days of the conduct giving rise to the potential change, the Contractor shall provide notice as required in (b) above. The Contracting Officer shall respond as set forth in (d) above. If the Contracting Officer determines that the conduct constitutes a change and countermands it, the Contractor shall be entitled to an equitable adjustment for performance in accordance with that change prior to the countermand including performance resulting from the countermand.

(g) When the Contractor identifies any conduct which may result in delay of delivery/performance, the Contractor shall promptly so inform the Contracting Officer thereof prior to providing the notice required by paragraph (b) above.

(h) Despite good faith best efforts, occasions may arise in which the Contractor does not provide notice within the time periods specified in paragraphs (b) and (f) above. Accordingly, prior to the end of each quarter of the first and third quarters of each calendar year through the period of performance of this contract, beginning with the _____ quarter of _____ the Contractor shall deliver to the Government an executed bilateral contract modification, covering the six month period of time ending with the second and fourth quarters, respectively, of the preceding year, with such specific exceptions, if any, as are identified by the Contractor. If the Contractor cites specific exceptions to the release, the Contractor shall concurrently provide the Contracting Officer with notice, containing the information set forth in paragraph (b) of this requirement, for each item excepted from the release. However, the release required by this requirement shall not make unallowable any costs which are otherwise allowable under any other requirement of this contract. Within sixty (60) days of receipt of the release, the Contracting Officer shall sign and return a copy of the release to the Contractor. If the Contracting Officer fails to execute and return the release within the required time, then the release shall be deemed to be void and of no effect for the period involved.

(i) If the release in accordance with paragraph (h) above is not provided to the Government by the Contractor in the time required, the Contracting Officer may execute the release as set forth below and send it to the Contractor. If the Contractor fails to execute the release and return it to the Government (with any specific exceptions) within sixty (60) days of receipt thereof, the required release shall then be deemed effective as if signed by the Contractor.

H.15 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer specified in Section G of this contract/task order. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

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(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

H.16 LABOR TRIPWIRE JUSTIFICATION

(a) The Contractor shall advise the COR and the Contract Specialist, by email, if the pending addition of any individual (Key or non-Key) will be at a fully burdened average labor rate (including pass-through and/or target fee) that exceeds the labor tripwire amount. The Contractor shall not proceed with the addition until the contractor is advised by the Contract Specialist that the request has been approved by the Contracting Officer.

(b) The Contractor's request shall include: the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order. If the individual is a subcontractor or consultant, the rate build-up shall include the prime contractor's pass through rate.

(c) Currently, a fully burdened average labor rate of \$156/hour or greater, regardless of the number of labor hours the proposed individual (prime, subcontractor, or consultant) will work, requires approval. The contractor will be advised of any changes to this tripwire level that occur during performance. A Fully Burdened Average Labor Rate of \$156/hour or greater shall require the COR and the PCO's review and written approval.

H.17 eCRAFT LABOR CATEGORY CROSSWALK

The Contractor shall utilize the below Labor Categories as part of the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) report submittal in accordance with C40. This table identifies the Task Order Labor Category, as well as, the corresponding eCRAFT Labor Category for reporting purposes.

Task Order Labor Category Title	eCRAFT Labor Category
Associate Computer Systems Analyst	Analyst, Computer Systems I
Intermediate Computer Systems Analyst	Analyst, Computer Systems II

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Senior Computer Systems Analyst	Analyst, Computer Systems III
Associate Computer Programmer	Computer Programmer II
Intermediate Computer Programmer	Computer Programmer III
Senior Computer Programmer	Computer Programmer IV
Associate Software Systems Engineer	Engineer Systems III
Intermediate Software Systems Engineer	Engineer Systems III
Senior Software Systems Engineer	Engineer Systems IV
Computer Systems Administrator	Computer Programmer IV
Associate Test and Evaluation Engineer	Engineer Systems II
Intermediate Test and Evaluation Engineer	Engineer Systems III
Senior Test and Evaluation Engineer	Engineer Systems IV
Technical Writer	Technical Writer I
Documentation Specialist	Technical Writer III
Senior Technical Project Manager	Engineer Systems IV
Program Manager	Manager, Program/Project II

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SECTION I CONTRACT CLAUSES

I.1 PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE

52.203-14 DISPLAY HOTLINE POSTERS (DEC 2007)
52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (APR 2008)
52.204-7 CENTRAL CONTRACTOR REGISTRATION (AUG 2012)
52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATION ((FEB 2009)
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBERING MAINTENANCE (DEC 2012)
52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION DEVIATION (AUG 2012)
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)
52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
52.222-40 NOTIFICATION OF EMPLOYEES RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2 PRIVACY ACT (APR 1984)
52.245-1 GOVERNMENT PROPERTY (APRIL 2012)
52.245-9 USE AND CHARGES (APRIL 2012)
252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)
252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS, ALTERNATE A (MAY 2013)
252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)
252.211-7007 REPORTING OF GFP (AUG 2012)
252.223-7004 DRUG FREE WORKPLACE (SEP 1988)
252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)
252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APRIL 2012)
252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APRIL 2012)
252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APRIL 2012)
252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APRIL 2012)
252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (MAY 2014)

All clauses incorporated by reference in the offerors MAC contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods

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specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(s)	Latest Option Exercise Date
7100, 7101, & 9100	No later than 12 months after the Task Order Award date
7200, 7201, & 9200	No later than 24 months after the Task Order Award date

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

I.3 52.222-17 NON-DISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) "Service employee," as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bona fide offer of employment).

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(c)

(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)

(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)

(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the

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workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, the appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform

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services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

I.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each as if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: *It is not a Wage Determination.*

Section H Para.	Task Order LCAT	DOL LCAT	GS Equivalent	Suggested SCA Code
H.3.4	Associate Computer Programmer	Computer Programmer III	GS-9	14073
H.3.6	Associate Computer Systems Analyst	Computer Systems Analyst III	GS-9	14103
H.3.11	Technical Writer	Technical Writer	GS-9	30463
H.3.10	Documentation Specialist	Documentation Clerk	GS-4	01070
H.3.11	Technical Writer	Technical Writer	GS-9	30463

I.5 52.243-7 NOTIFICATION OF CHANGES (Apr 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

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(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within ten calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or

(3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

(i) In the contract cost or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

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(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

I.7 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of TBD , contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

I.8 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

(a) Definitions. As used in this clause—

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

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

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

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

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what

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type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

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

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

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

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

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

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

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

(13) “Government purpose rights” means the rights to—

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

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

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose

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technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

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

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

- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
- (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
- (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

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

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

(2) Government purpose rights.

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

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

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

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

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

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

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

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

(3) Limited rights.

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(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

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

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

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

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

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

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

(i) The parties have agreed otherwise; or

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

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

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

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

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affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

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

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

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

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

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

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

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling,

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underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

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

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

- (i) The Government has acquired, by any means, the same or greater rights in the data; or
- (ii) The data are available to the public without restrictions.

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

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

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

(k) Applicability to subcontractors or suppliers.

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

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

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

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

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

I.9 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software

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(a) Definitions. As used in this clause—

- (1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—
 - (i) Has been sold, leased, or licensed to the public;
 - (ii) Has been offered for sale, lease, or license to the public;
 - (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
 - (iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.
- (2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.
- (3) “Computer program” means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (4) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.
- (5) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (6) “Covered Government support contractor” means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
 - (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
 - (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (7) “Developed” means that—
 - (i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;
 - (ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or
 - (iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.
- (8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
 - (i) Private expense determinations should be made at the lowest practicable level.
 - (ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.
- (9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.
- (10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.
- (11) “Government purpose” means any activity in which the United States Government is a party,

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including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

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

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

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

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

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

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

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

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

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

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

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v) and (vi) of this clause;

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

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

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

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

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

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

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Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

(B) The recipient is a Government contractor receiving access to the software or

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documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

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

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

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

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

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

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

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall

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

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

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

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

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

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

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by

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marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award

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contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

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

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

I.10 252.246-7001 WARRANTY OF DATA—BASIC (MAR 2014)

(a) Definition. “Technical data” has the same meaning as given in the clause in this contract entitled, Rights in Technical Data and Computer Software.

(b) Warranty. Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) Remedies. The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

(1) Within a reasonable time after such notification, the Contracting Officer may—

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may, within a reasonable time of the refusal or failure—

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

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SECTION J LIST OF ATTACHMENTS

ATTACHMENTS:

Exhibit A Contract Deliverables Requirements List DD Form 1423-1
J.1 DD Form 254
J.2 DOL Wage Determination List
J.3 DCAA Rate Check Form
J.4 Industry Day Presentation
J.5 Industry Day Attendee List
J.6 Industry Day Q&A
J.7 Cost Summary/Supporting Costs/Indirect Rate Formats
J.8 Staffing Matrix Format
J.10 COR Appointment Letter
J.11 Technical Instruction #1
J.12 Technical Instruction #3
J.13 Technical Instruction #5 JAAR-RL
J.14 TI#4 Dual Band Radar Missile Defense
J.15 TI #2 ITS AWD
J.16 COR Appointment Letter 072116
J.17 GFE/GFP List
J.18 TI#5OY1
J.19 TI#1OY1
J.20 TI#3OY1
J.21 TI#6OY1
J.22 TI#7OY1
J.23 TI#2OY1
J.24 TI#8OY1
J.25 TI#1OY2
J.26 TI#3OY2
J.27 DD Form 254 Revised for OY2
J.28 TI#5OY2
J.29 TI#2OY2
J.30 TI#9OY2
J.31 TI#1OY3
J.32 TI#3OY3
J.33 TI#5OY3
J.34 DD Form 254 Revised for OY3