



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 2 of 3	FINAL
----------------------------------	---	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to:

- 1) Add incremental funding to Section G,
- 2) Update the Funding Profile and Allotment of Funds chart in Section H; and to,
- 3) Add updated DD Form 254.

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

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

CLIN/SLIN	From	To
7201DU		10/29/2018 - 11/30/2018
7201DV		10/29/2018 - 11/30/2018
7201DW		10/29/2018 - 11/30/2018

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 3 of 3	FINAL
----------------------------------	---	----------------------------------	----------------	-------

9201BD

10/29/2018 - 11/30/2018

9201BE

10/29/2018 - 11/30/2018

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 1 of 173	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R425	This Labor ceiling and level of effort have been moved to CLIN 7010 for the Base Year. (Fund Type - TBD)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010		Base Period Software and Hardware Engineering Services in accordance with Section C, PWS				\$3,476,909.64	
7010AA	R425	Base Year Labor Unfunded Ceiling. (Fund Type - TBD)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AB	R425	Base Year Labor for TI #0-01.				\$339,316.04	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AC	R425	Base Year Labor for TI #0-01.				\$68,753.72	

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 2 of 173	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AD	R425	Base Year Labor for TI #0-01.				\$395,190.60	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AE	R425	Base Year Labor for TI #0-01.				\$262,486.82	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AF	R425	Base Year Labor for TI #0-01.				\$344,076.26	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AG	R425	Base Year Labor for TI #0-01.				\$133,461.96	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 3 of 173	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7010AH	R425	Base Year Labor for TI #0-01.				\$262,042.13	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AJ	R425	Base Year Labor for TI #0-01.				\$324,100.66	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AK	R425	Base Year Labor for TI #0-01.				\$101,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AL	R425	Base Year Labor for TI #0-02.				\$75,692.95	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AM	R425	Base Year Labor for TI #0-03.				\$41,546.93	

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 4 of 173	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AN	R425	Base Year Labor for TI #0-02.					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AP	R425	Base Year Labor for TI #0-04.				\$70,900.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AQ	R425	Base Year Labor for TI #0-04.				\$13,100.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AR	R425	Base Year Labor for TI #0-04.				\$234,152.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 5 of 173	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7010AS	R425	Base Year Labor for TI #0-05.				\$116,731.22	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AT	R425	Base Year Labor for TI #0-05.				\$116,164.27	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AU	R425	Base Year Labor for TI#0-06.				\$97,638.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AV	R425	Base Year Labor for TI#0-07.				\$50,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AW	R425	Base Year Labor for TI #0-04.				\$130,000.00	



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 6 of 173	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AX	R425	Base Year Labor for TI #0-08.				\$61,054.01	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AY	R425	Base Year Labor for TI #0-09.				\$60,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010AZ	R425	Base Year Labor for TI #0-04.				\$17,062.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010BA	R425	Base Year Labor for TI #0-10.				\$50,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 7 of 173	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7010BB	R425	Base Year Labor for TI #0-10.					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010BC	R425	Base Year Labor for TI #0-11.				\$74,358.07	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010BD	R425	Base Year Labor for TI #0-04.				\$38,082.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010BE	R425	Base Year Labor for TI #0-04.					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

For Cost Type / NSP Items

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 8 of 173	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7099 Base Period Data Deliverables, Exhibit A 1.0 LO NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7100	R425	This Labor ceiling and level of effort have been moved to CLIN 7101 for Option Period 1. (Fund Type - TBD)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101		Option Period 1 Software and Hardware Engineering Services in accordance with Section C, PWS				\$3,740,254.36	
7101AA	R425	Option Period 1 Labor Unfunded Ceiling. (Fund Type - TBD)				\$31,500.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AB	R425	Option Period 1 for TI #1-12.				\$77,901.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AC	R425	Option Period 1 for TI #1-11.				\$324,429.00	

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 9 of 173	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AD	R425	Option Period 1 for TI #1-01.				\$335,610.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AE	R425	Option Period 1 for TI#1-01.				\$49,106.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AF	R425	Option Period 1 for TI#1-01.				\$410,150.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AG	R425	Option Period 1 for TI#1-01.				\$229,250.00	
		Max Fee					
		Min Fee					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 10 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AH	R425	Option Period 1 for TI#1-01.				\$218,844.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AJ	R425	Option Period 1 for TI#1-01.				\$62,800.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AK	R425	Option Period 1 for TI#1-01.				\$170,830.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AL	R425	Option Period 1 for TI#1-01.				\$119,200.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 11 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7101AM	R425	Option Period 1 for TI#1-01.					\$182,415.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AN	R425	Option Period 1 for TI#1-05.					\$95,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AP	R425	Option Period 1 for TI#1-05.					\$80,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AQ	R425	Option Period 1 for TI#1-09.					\$45,537.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AR	R425	Option Period 1 for TI#1-06.					\$58,252.00
		Max Fee					
		Min Fee					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 12 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AS	R425	Option Period 1 for TI#1-14.				\$20,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AT	R425	Option Period 1 for TI#1-14.				\$35,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AU	R425	Option Period 1 for TI#1-14.				\$16,645.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AV	R425	Option Period 1 for TI#1-14				\$15,200.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 13 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7101AW	R425	Option Period 1 for TI#1-14.					\$26,004.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AX	R425	Option Period 1 for TI#1-09.					\$69,300.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AY	R425	Option Period 1 for TI#1-14.					\$150,729.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AZ	R425	Option Period 1 for TI#1-14 10 U.S.C. 2410(a) authority is invoked.					\$70,574.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BA	R425	Option Period 1 for TI#1-14.					\$22,418.00
		Max Fee					



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 14 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BB	R425	Option Period 1 for TI#1-14. 10 U.S.C. 2410(a) authority is invoked.				\$30,425.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BC	R425	Option Period 1 for TI#1-05. 10 U.S.C. 2410(a) authority is invoked.				\$67,013.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BD	R425	Option Period 1 for TI#1-14.				\$56,080.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BE	R425	Option Period 1 for TI#1-09.					
		Max Fee					
		Min Fee					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 15 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BF	R425	Option Period 1 for TI#1-04.				\$2,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BG	R425	Option Period 1 for TI#1-04.				\$4,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BH	R425	Option Period 1 for TI#1-04.				\$1,600.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BJ	R425	Option Period 1 for TI#1-04.				\$7,200.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 16 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7101BK	R425	Option Period 1 for TI#1-14.					\$3,200.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BL	R425	Option Period 1 for TI#1-04.					\$2,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BM	R425	Option Period 1 for TI#1-04.					\$4,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BN	R425	Option Period 1 for TI#1-04.					\$1,600.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BP	R425	Option Period 1 for TI#1-14.					\$3,200.00
		Max Fee					
		Min Fee					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 17 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BQ	R425	Option Period 1 for TI#1-04.				\$2,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BR	R425	Option Period 1 for TI#1-04.				\$1,600.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BS	R425	Option period 1 for TI#1-14.				\$3,200.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BT	R425	Option Period 1 for TI#1-04.				\$2,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 18 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7101BU	R425	Option Period 1 for TI#1-04.					\$1,600.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BV	R425	Option Period 1 for TI#1-14.					\$3,200.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BW	R425	Option Period 1 for TI#1-14.					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BX	R425	Option Period 1 for TI#1-04					\$9,200.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BY	R425	Option Period 1 for TI#1-04.					\$4,000.00
		Max Fee					
		Min Fee					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 19 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BZ	R425	Option Period 1 for TI#1-04.				\$1,600.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CA	R425	Option Period 1 for TI#1-14.				\$3,200.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CB	R425	Option Period 1 for TI#1-14.				\$71,099.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CC	R425	Option Period 1 for TI#1-14.				\$10,876.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 20 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7101CD	R425	Option Period 1 for TI#1-14. MOD 35 - De-obligation in the amount of \$18,510					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CE	R425	Option Period 1 for TI#1-14. MOD 35 - De-obligation in the amount of \$5,400					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CF	R425	Option Period 1 for TI#1-14. MOD 35 - De-obligation in the amount of \$13,500					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CG	R425	Option Period 1 for TI#1-09.				\$23,512.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 21 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7101CH	R425	Option Period 1 for TI#1-04.				\$2,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CJ	R425	Option Period 1 for TI#1-04.				\$1,600.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CK	R425	Option Period 1 for TI#1-14.				\$3,200.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CL	R425	Option Period 1 for TI#1-04.				\$2,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CM	R425	Option Period 1 for TI#1-04.				\$1,600.00	



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 22 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CN	R425	Option Period 1 for TI#1-14.				\$3,200.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CP	R425	Option Period 1 for TI#1-04.				\$2,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CQ	R425	Option Period 1 for TI#1-04.				\$1,600.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CR	R425	Option Period 1 for TI#1-14.				\$3,200.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 23 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7101CS	R425	Option Period 1 for TI#1-14.				\$9,500.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CT	R425	Option Period 1 for TI#1-04.				\$65,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CU	R425	Option Period 1 for TI#1-16.				\$80,257.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CV	R425	Option Period 1 for TI#1-05.				\$46,123.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CW	R425	Option Period 1 for TI#1-07.				\$25,000.00	

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 24 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CX	R425	Option Period 1 de-obligated in full on Mod 26.					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CY	R425	Option Period 1 for TI#1-14.				\$13,654.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CZ	R425	Option Period 1 for TI#1-07.				\$8,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101DA	R425	Option Period 1 for TI#1-07.					
		Max Fee					
		Min Fee					
		Government Overrun					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 25 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Share Line					
		Government					
		Underrun					
		Share Line					
7101DB	R425	Option Period 1 for TI#1-04.				\$2,250.00	
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101DC	R425	Option Period 1 for TI#1-04.				\$1,607.00	
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101DD	R425	Option Period 1 for TI#1-14.				\$26,364.00	
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101DE	R425	Option Period 1 for TI#1-14.				\$64,216.00	
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 26 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7101DF	R425	Option Period 1 for TI#1-04.					\$774.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101DG	R425	Option Period 1 for TI#1-04.					\$16,010.36
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101DH	R425	Option Period 1 for TI#1-07.					\$125,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

For Cost Type / NSP Items

7199		Option Period 1 Data Deliverables, Exhibit A				1.0	LO	NSP
------	--	--	--	--	--	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7200	R425	This Labor ceiling and level of effort have been moved to CLIN 7201 for Option Period 2. (Fund Type - TBD)					
		Max Fee					
		Min Fee					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 27 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7201		Option 2 Software and Hardware Engineering Services in accordance with Section C, PWS					\$5,918,153.00
7201AA	R425	HOLDING Option 2 Software and Hardware Engineering Services in accordance with Section C, PWS (Fund Type - TBD)					\$517,604.80
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AB	R425	Incremental labor funding for TI-02-07					\$75,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AC	R425	Incremental labor funding to TI-02-01					\$133,827.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 28 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7201AD	R425	Incremental labor funding for TI-02-01					\$506,156.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AE	R425	Incremental labor funding for TI-02-01					\$307,880.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AF	R425	Incremental labor funding to TI-02-01					\$530,647.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AG	R425	Incremental labor funding for TI-02-01					\$293,809.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AH	R425	Incremental labor funding for TI-02-01					\$320,777.00

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 29 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AJ	R425	Incremental labor funding for TI-02-01				\$136,692.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AK	R425	Incremental labor funding for TI-02-01				\$242,375.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AL	R425	Incremental labor funding for TI-02-01				\$153,136.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AM	R425	Incremental labor funding for TI-02-01				\$222,192.00	
		Max Fee					
		Min Fee					



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 30 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AN	R425	Incremental labor funding for TI-02-11				\$40,300.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AP	R425	Incremental labor funding for TI-02-05				\$48,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AQ	R425	Incremental labor funding for TI-02-16				\$38,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AR	R425	Incremental labor funding for TI-02-04.				\$54,538.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 31 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7201AS	R425	Incremental labor funding for TI-02-14.				\$54,538.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AT	R425	Incremental labor funding for TI-02-04.				\$6,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AU	R425	Incremental labor funding for TI-02-14.				\$50,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AV	R425	Incremental labor funding for TI-02-04.				\$10,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 32 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7201AW	R425	Incremental labor funding for TI-02-14.					\$5,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AX	R425	Incremental labor funding for TI-02-07. MOD 36 - De-obligation in the amount of \$5,000					\$138,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AY	R425	Incremental labor funding for TI-02-14.					\$5,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201AZ	R425	Incremental labor funding for TI-02-14.					\$10,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 33 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7201BA	R425	Incremental labor funding for TI-02-14.					\$3,200.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BB	R425	Incremental labor funding for TI-02-14					\$300,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BC	R425	Incremental labor funding for TI-02-05					\$80,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BD	R425	Incremental labor funding for TI-02-14					\$18,510.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BE	R425	Incremental labor funding for TI-02-14					\$5,400.00

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 34 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BF	R425	Incremental labor funding for TI-02-14				\$13,500.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BG	R425	Incremental labor funding for TI 02-14				\$12,943.17	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BH	R425	Incremental labor funding for TI 02-14				\$443.17	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BJ	R425	Incremental labor funding for TI 02-14				\$140,544.00	
		Max Fee					
		Min Fee					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 35 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BK	R425	Incremental labor funding for TI 02-14				\$12,943.17	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BL	R425	Incremental labor funding for TI 02-14				\$12,943.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BM	R425	Incremental labor funding for TI 02-14				\$12,943.15	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BN	R425	Incremental labor funding for TI 02-14				\$12,943.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 36 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7201BP	R425	Incremental labor funding for TI 02-14					\$110,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BQ	R425	Incremental labor funding for TI 02-14					\$5,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BR	R425	Incremental labor funding for TI 02-14					\$5,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BS	R425	Incremental labor funding to TI-02-17					\$46,059.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 37 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7201BT	R425	Incremental labor funding for TI-02-11					\$35,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BU	R425	Incremental labor funding for TI-02-04					\$28,949.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BV	R425	Incremental labor funding for TI-02-07					\$20,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BW	R425	Incremental labor funding for TI-02-05					\$61,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BX	R425	Incremental labor funding for TI 02-07					\$54,000.00



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 38 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BY	R425	Incremental labor funding for TI-02-04				\$10,500.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201BZ	R425	Incremental labor funding for TI-02-04				\$12,500.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CA	R425	Incremental labor funding for TI-02-04				\$10,500.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CB	R425	Incremental labor funding for TI-02-18				\$25,000.00	
		Max Fee					
		Min Fee					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 39 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CC	R425	Incremental labor funding for TI-02-04				\$10,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CD	R425	Incremental labor funding for TI-02-04				\$316.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CE	R425	Incremental labor funding for TI-02-04				\$12,500.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CF	R425	Incremental labor funding for TI-02-01				\$122,826.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 40 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7201CG	R425	Incremental labor funding for TI-02-04					\$10,500.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CH	R425	Incremental labor funding for TI-02-14					\$31,814.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CJ	R425	Incremental labor funding for TI-02-04					\$27,477.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CK	R425	Incremental labor funding for TI-02-07					\$10,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 41 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7201CL	R425	Incremental labor funding for TI-02-07					\$10,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CM	R425	Incremental labor funding for TI-02-14					\$40,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CN	R425	Incremental labor funding for TI-02-07					\$13,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CP	R425	Incremental labor funding for TI-02-11					\$50,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CQ	R425	Incremental labor funding for TI-02-07					\$63,432.54

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 42 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CR	R425	Incremental labor funding for TI-02-07				\$17,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CS	R425	Incremental labor funding for TI-02-14				\$9,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CT	R425	Incremental labor funding for TI-02-14				\$10,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CU	R425	Incremental labor funding for TI 02-14				\$35,000.00	
		Max Fee					
		Min Fee					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 43 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CV	R425	Incremental labor funding for TI 02-14				\$33,795.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CW	R425	Incremental labor funding for TI 02-07				\$15,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CX	R425	Incremental labor funding for TI 02-07				\$4,375.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201CY	R425	Incremental labor funding for TI 02-07				\$42,593.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 44 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7201CZ	R425	Incremental labor funding for TI 02-07					\$50,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DA	R425	Incremental labor funding for TI 02-07					\$46,125.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DB	R425	Incremental labor funding for TI 02-14					\$10,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DC	R425	Incremental labor funding for TI 02-07					\$14,125.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 45 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7201DD	R425	Incremental labor funding for TI 02-07					\$4,625.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DE	R425	Incremental labor funding for TI 02-14					\$10,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DF	R425	Incremental labor funding for TI 02-14					\$6,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DG	R425	Incremental labor funding for TI 02-14					\$3,200.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DH	R425	Incremental labor funding for TI 02-14					\$7,858.00



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 46 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DJ	R425	Incremental labor funding for TI 02-14				\$33,750.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DK	R425	Incremental labor funding for TI 02-14				\$5,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DL	R425	Incremental labor funding for TI 02-14				\$5,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DM	R425	Incremental labor funding for TI 02-14				\$5,000.00	
		Max Fee					
		Min Fee					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 47 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DN	R425	Incremental labor funding for TI 02-14				\$3,200.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DP	R425	Incremental labor funding for TI 02-14				\$5,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DQ	R425	Incremental labor funding for TI 02-14				\$5,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DR	R425	Incremental labor funding for TI 02-14				\$5,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 48 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7201DS	R425	Incremental labor funding for TI 02-14				\$1,700.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DT	R425	Incremental labor funding for TI 02-05				\$24,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DU	R425	Incremental labor funding for TI 02-11				\$39,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7201DV	R425	Incremental labor funding for TI 02-14				\$65,900.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 49 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7201DW	R425	Incremental labor funding for TI 02-18					\$50,749.00

Max Fee

Min Fee

Government  
Overrun  
Share Line

Government  
Underrun  
Share Line

For Cost Type / NSP Items

7299		Option Period 2 Data Deliverables, Exhibit A				1.0	LO	NSP
------	--	--	--	--	--	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7300	R425	Award Term 1 Software and Hardware Engineering Services in accordance with Section C, PWS (Fund Type - TBD)  Option					\$4,603,367.00

Max Fee

Min Fee

Government  
Overrun  
Share Line

Government  
Underrun  
Share Line

For Cost Type / NSP Items

7399		Award Term Data Deliverables, Exhibit A				1.0	LO	NSP
------	--	---	--	--	--	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7400	R425	Award Term 2 Software and Hardware Engineering					\$4,701,863.00

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 50 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Services in accordance with Section C, PWS (Fund Type - TBD)					
		Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

For Cost Type / NSP Items

7499	Award Term Data Deliverables, Exhibit A					1.0 LO	NSP
------	---	--	--	--	--	--------	-----

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	This ODC ceiling has been moved to CLIN 9010. (Fund Type - TBD)	1.0	LO	
9010					\$240,561.00
9010AA	R425	Base Year ODC in support of CLIN 7010 unfunded ceiling. (Fund Type - TBD)	1.0	LO	\$92,921.13
9010AB	R425	Base Year ODC in support of CLIN 7010, TI #0-01.	1.0	LO	\$1,490.95
9010AC	R425	Base Year ODC in support of CLIN 7010, TI#0-02.	1.0	LO	
9010AD	R425	Base Year ODC in support of CLIN 7010, TI#0-03.	1.0	LO	
9010AE	R425	Base Year ODC in support of CLIN 7010, TI#0-04.	1.0	LO	\$5,000.00
9010AG	R425	Base Year ODC in support of TI #0-04.	1.0	LO	\$82,367.64
9010AH	R425	Base Year ODC in support of TI #0-05.	1.0	LO	\$6,230.00
9010AJ	R425	Base Year ODC in support of TI #0-06.	1.0	LO	
9010AK	R425	Base Year ODC in support of TI #0-07.	1.0	LO	
9010AL	R425	Base Year ODC in support of TI #0-08.	1.0	LO	\$2,080.28
9010AM	R425	Base Year ODC in support of TI #0-09.	1.0	LO	
9010AN	R425	Base Year ODC in support of TI #0-10.	1.0	LO	\$41,100.00
9010AP	R425	Base Year ODC in support of TI #0-11.	1.0	LO	\$9,371.00
9100	R425	This ODC ceiling has been moved to CLIN 9101. (Fund Type - TBD)	1.0	LO	
9101					\$137,048.00

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 51 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9101AA	R425	Option Period 1 ODC in support of CLIN 7100 unfunded ceiling. (Fund Type - TBD)	1.0	LO	\$2,500.00
9101AB	R425	Option Period 1 ODC in support of 1-12.	1.0	LO	\$906.00
9101AC	R425	Option Period 1 ODC in support of 1-11.	1.0	LO	\$50,629.00
9101AD	R425	Option Period 1 ODC in support of 1-01.	1.0	LO	\$2,261.00
9101AE	R425	Option Period 1 ODC in support of TI#1-05.	1.0	LO	\$5,000.00
9101AF	R425	Option Period 1 ODC in support of TI#1-06.	1.0	LO	\$1,031.00
9101AG	R425	Option Period 1 ODC in support of TI#1-14.	1.0	LO	\$15,000.00
9101AH	R425	Option Period 1 ODC in support of TI#1-14. 10 U.S.C. 2410(a) authority is invoked.	1.0	LO	\$5,000.00
9101AJ	R425	Option Period 1 ODC in support of TI#1-05. 10 U.S.C. 2410(a) authority is invoked.	1.0	LO	\$197.00
9101AK	R425	Option Period 1 ODC in support of TI#1-09.	1.0	LO	\$1,500.00
9101AL	R425	Option Period 1 ODC in support of TI#1-14.	1.0	LO	\$4,150.00
9101AM	R425	Option Period 1 ODC in support of TI#1-16.	1.0	LO	\$10,743.00
9101AN	R425	Option Period 1 ODC in support of TI#1-07.	1.0	LO	
9101AP	R425	Option Period 1 ODC in support of TI#1-14.	1.0	LO	\$2,769.00
9101AQ	R425	Option Period 1 ODC in support of TI#1-04.	1.0	LO	\$12,362.00
9101AR	R425	Option Period 1 ODC in support of TI#1-14.	1.0	LO	\$22,000.00
9101AS	R425	Option Period 1 ODC in support of TI 1-11.	1.0	LO	\$1,000.00
9200	R425	This ODC Ceiling has been moved to CLIN 9201 (Fund Type - TBD)	1.0	LO	
9201					\$344,543.00
9201AA	R425	ODC in support of CLIN 7201 (Fund Type - TBD)	1.0	LO	\$69,076.52
9201AB	R425	ODC in support of CLIN 7201 and TI-02-11	1.0	LO	\$9,000.00
9201AC	R425	ODC in support of CLIN 7201 and TI 02-05	1.0	LO	\$2,000.00
9201AD	R425	ODC in support of CLIN 7201 and TI 02-04.	1.0	LO	\$12,500.00
9201AE	R425	ODC in support of CLIN 7201 and TI-02-14.	1.0	LO	\$5,000.00
9201AF	R425	ODC in support of CLIN 7201 and TI-02-14.	1.0	LO	\$4,100.00
9201AG	R425	ODC in support of CLIN 7201 and TI 02-07.	1.0	LO	\$5,000.00
9201AH	R425	ODC in support of CLIN 7201 and TI 02-11	1.0	LO	\$5,912.93
9201AJ	R425	ODC in support of CLIN 7201 and TI 02-07.	1.0	LO	\$7,000.00
9201AK	R425	ODC in support of CLIN 7201 and TI 02-01.	1.0	LO	\$22,432.09
9201AL	R425	ODC in support of CLIN 7201 and TI 02-14	1.0	LO	\$10,000.00
9201AM	R425	ODC in support of CLIN 7201 and TI 02-14	1.0	LO	\$10,000.00

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 52 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9201AN	R425	ODC in support of CLIN 7201 and TI 02-17	1.0	LO	\$6,941.00
9201AP	R425	ODC in support of CLIN 7201 and TI-02-07.	1.0	LO	\$4,000.00
9201AQ	R425	ODC in support of CLIN 7201 and TI-02-11.	1.0	LO	\$15,000.00
9201AR	R425	ODC in support of CLIN 7201 and TI-02-07.	1.0	LO	\$1,000.00
9201AS	R425	ODC in support of CLIN 7201 and TI 02-04	1.0	LO	\$7,500.00
9201AT	R425	ODC in support of CLIN 7201 and TI 02-04	1.0	LO	\$13,150.00
9201AU	R425	ODC in support of CLIN 7201 and TI 02-04	1.0	LO	\$10,184.00
9201AV	R425	ODC in support of CLIN 7201 and TI 02-18	1.0	LO	\$15,000.00
9201AW	R425	ODC in support of CLIN 7201 and TI 02-04	1.0	LO	\$10,699.00
9201AX	R425	ODC in support of CLIN 7201 and TI 02-11	1.0	LO	\$20,000.00
9201AY	R425	ODC in support of CLIN 7201 and TI-02-07	1.0	LO	\$6,567.46
9201AZ	R425	ODC in support of CLIN 7201 and TI 02-14	1.0	LO	\$5,000.00
9201BA	R425	ODC in support of CLIN 7201 and TI 02-14	1.0	LO	\$1,300.00
9201BB	R425	ODC in support of CLIN 7201 and TI 02-14	1.0	LO	\$500.00
9201BC	R425	ODC in support of CLIN 7201 and TI 02-16	1.0	LO	\$11,000.00
9201BD	R425	ODC in support of CLIN 7201 and TI 02-11	1.0	LO	\$10,000.00
9201BE	R425	ODC in support of CLIN 7201 and TI 02-18	1.0	LO	\$34,680.00
9201CU	R425	ODC in support of CLIN 7201 and TI 02-14	1.0	LO	\$10,000.00
9300	R425	Award Term 1 ODC in support of CLIN 7300 (Fund Type - TBD) Option	1.0	LO	\$240,804.00
9400	R425	Award Term 2 ODC in support of CLIN 7400 (Fund Type - TBD) Option	1.0	LO	\$240,804.00

**NOTE 1: LABOR HOURS (HR)**

At the time of award the number of labor hours listed above in the Base Period, each Option Period, and Award Term will be changed to coincide with the Level of Effort provided in Section H, SEA 5252.216-9122 (Alt.1) Level of Effort clause and the number of hours reflected in the cost proposal of the successful Offeror.

**NOTE 2: OPTION CLAUSE**

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

**NOTE 3: OTHER DIRECT COST**

Other direct costs will be limited to travel and the materials stated in Section C.13.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 53 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

**NOTE 4: AWARD TERM**

The award term CLINs are distinguished from option CLINs and are awarded in accordance with the Award Term Plan in Section E. Notwithstanding the word "Option" which appears in the Section B CLIN description or elsewhere in this task order, for award term CLINs, award term are not "Options" until earned.

**NOTE 5: NOT SEPARATELY PRICED**

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

**B.1 TYPE OF ORDER**

This is a Level of Effort (term) type order.  
 Items in the 7xxx series are cost plus incentive fee and Not Separately Priced (NSP) type.  
 Items in the 9xxx series are cost only, excluding fee.

**B.2 ADDITIONAL CLINS**

Additional CLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to allow for additional SLINs as needed to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort or value of the task order.

**B.3 INCENTIVE FEE INSTRUCTIONS**

Note: Upon award, the successful Offeror's proposed Maximum and Target Fee percentages, if less than the solicitation thresholds, will be incorporated in the below table and in FAR clause 52.216-10, INCENTIVE FEE, in Section I.

(1) The target cost, target fee amounts shall be based upon the actual level of effort the Contractor provides. Average hourly rate is determined by including all allowable costs (including Cost of Money (COM), if applicable).

**INCENTIVE FEE TABLE**

\*Offerors shall complete this table.

(i) The CPIF target cost for CLIN 7010, and if exercised CLINS 7100 and 7200 and if earned and exercised CLINS 7300 and 7400 shall be entered in the Target Cost column in the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the allowable hours worked (Qty (Hrs)), including Subcontractor hours, corresponding to each CLIN by the target cost per hour (Target Cost/Hour (Rate)). The target cost per hour (Target Cost/Hour (Rate)) shall include all proposed cost (including cost of money (if proposed) and Subcontractor costs) for the corresponding CLIN. Fees charged by Subcontractors shall also be included in the target cost.

(ii) The CPIF target fee for CLIN 7010, and if exercised CLINS 7100 and 7200 and if earned and exercised CLINS 7300 and 7400 shall be determined by multiplying the allowable hours worked (Qty (Hrs)), including Subcontractor hours, for the corresponding CLIN by the target fee per hour (Target Fee/Hour (TF)) from the INCENTIVE FEE TABLE. This shall be entered in the Target Fee (Target Fee (Hrs \* TF)) column of the INCENTIVE FEE TABLE above.

(iii) The share ratio for the CPIF portion of the fee structure is \_\_\_\_\_ for both under-runs and over-runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the Contractor in comparison to the final target cost for each of the aforementioned labor CLINs. See the Incentive



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 54 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Fee clause (FAR52.216-10) in Section I of this Task Order.

(iv) Final Costs and Fees. Actual resulting fee will be calculated at the end of the POP for each CLIN. Final cost and fee are shown in the following table.

**B.4 HQ B-2-0004 EXPEDITING ORDER CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this task order, 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.

**B.5 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 appropriate, shall apply separately and independently to each separately identified estimated cost.

**B.6 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)**

(Applicable to CLIN 7010, if and to the extent Options are exercised and Award Terms are awarded, CLINs 7100 through 7400.)

(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 fee at the hourly rate 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.

**B.7 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

(Applicable to CLIN 9010, if and to the extent Options are exercised and Award Terms are awarded, CLINs 9100 through 9400.)

(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.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 55 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(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 incident 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 incident 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.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 56 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## 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 Systems Activity Dam Neck (CDSADN) provides hardware and software products, solutions, systems engineering, and in-service support for next generation platforms utilized by the United States Navy, United States Marine Corps, Foreign Navies, and Joint Forces under various projects supporting Combat Direction Systems (CDS) and systems deployed on multiple combatants. CDSADN has extensive experience in the development and production of complex software/firmware intensive networked systems and with maintenance and diagnostic software products required to validate and test these systems.

C.1.2 **PURPOSE:** The purpose of this task order is to provide software, hardware and network engineering support to CDSADN in the development and maintenance of system architectures, software products, and services required to support assigned systems and their related sub-systems and components.

C.1.3 **SCOPE:** This Performance Work Statement (PWS) defines the requirements for Contractor support to be provided to CDSADN for software engineering. The Contractor shall provide computer software development support, architecture development support, Information Assurance (IA), security engineering, hardware and network engineering support, installation and life cycle maintenance support, programmatic support, and configuration management support services for assigned systems and technologies. Examples of the assigned systems and peripherals are the Data Distribution System (DDS), Advanced Sensor Distribution System (ASDS), Ship Self Defense System (SSDS), Advanced Combat Direction System (ACDS), and Next Generation display software and processors. The Contractor shall provide these services in support of CDSADN and its sponsors and stakeholders.

Note: This is a contract for the provision of services by the Contractor. In accordance with law and policy and with the provisions of this contract, 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 work shall require, among other things, the Contractor to access and use Government owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and 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. Referenced documentation will be provided as Government-Furnished Information (GFI).

- C.2.1 DoD Directive 5000.01 - The Defense Acquisition System, 20 NOV 2007
- C.2.2 DoD Instruction 5000.02 - Operation of the Defense Acquisition System, 08 DEC 2008
- C.2.3 DoD Directive 8500.01E - Information Assurance (IA), 23 APR 2007
- C.2.4 DoD Instruction 8500.2 - Information Assurance (IA) Implementation, 06 FEB 2003
- C.2.5 DoD 8510.01 DoD - Information Assurance Certification and Accreditation Process (DIACAP)  
28 NOV 2007
- C.2.6 IEEE/ISO/IEC 12207-2008 - Systems and software engineering - Software life cycle processes

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 57 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- C.2.7 DoD Architecture Framework (DoDAF), Version 2.02, AUG 2010
- C.2.8 SECNAVINST 5000.2D - Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System, 16 OCT 2008
- C.2.9 DoD Directive O-5100.30 - Department of Defense (DoD) Command and Control (C2), 05 JAN 2006
- C.2.10 CJCS Manual 3170.01C - Operation of the Joint Capabilities Integration and Development System, 01 MAY 2007
- C.2.11 CJCS Instruction 3170.01H - Joint Capabilities Integration and Development System, 10 JAN 2012
- C.2.12 MC Order 3900.15B - Marine Corps Expeditionary Force development System (EFDS), 10 MAR 2008
- C.2.13 DoD Instruction 5220.22 - National Industrial Security Program (NISP), 18 MAR 2011
- C.2.14 DoD Manual 5220.22-M - National Industrial Security Program Operation Manual (NISPOM), 28 FEB 2006
- C.2.15 NAVSEA Technical Specifications 9090-310, 9090-500B, 9090-600
- C.2.16 MIL-HDBK-502 – Acquisition Logistics
- C.2.17 MIL-HDBK-61A (SE); Military Handbook, Configuration Management Guidance; 7 Feb 2001
- C.2.18 SD-22; Diminishing Manufacturing Sources and Material Shortages (DMSMS) Guidebook
- C.2.19 System/Subsystem Specification for the AN/SPA-25H Radar Indicator Group (SSS) 1 August 2013
- C.2.20 Software Requirements Specification for version 4.0 of the application software for the AN/SPA-25H Indicator Group. Rev 1 January 2014
- C.2.21 SECNAV Manual 5239.2 DON Cyberspace IT and Cyber Security Workforce Management, 27 June 2016

**C.3 TECHNICAL REQUIREMENTS:** Work to be performed and required deliverables are specified herein.

C.3.1 General: The Contractor shall provide support in the following areas:

- Software Requirements Design and Development
- Software Production
- Acceptance Test Support
- Validation, Verification, Certification, Accreditation, and Security Engineering Support
- Integrated Logistics Support
- Configuration and Data Management Support
- Installation and Engineering Support
- Network Support

C.3.2 Specific:

C.3.2.1 Software Requirements Design and Development – The Contractor shall provide the support and expertise necessary to translate or decompose Government provided system level requirements (e.g. Initial Capability Documents, Operational Requirement Documents, Program Directives, and Emerging Fleet Requirements) into more detailed system and software requirements and design. The Contractor shall as a member of a Government/Contractor team:

- Develop system and software requirements documents, architectures and models for evolving fleet requirements and war fighter needs to implement new systems interfaces and capabilities.
- Develop "Fit-for-Purpose" Architectural Descriptions as defined in the Department of Defense Architectural Framework (DoDAF) Version 2.02 through data collection and the use of models and viewpoints. Use the DoDAF V2.0 Meta-model Groups (DM2) to support viewpoints and the six DoD Core Processes:
  - Joint Capability Integration and Development System (JCIDS)
  - Defense Acquisition System (DAS)
  - Systems Engineering (SE)
  - Planning, Programming, Budgeting, and Execution (PPBE)
  - Portfolio Management (PM)
  - Operations.
- Analyze existing conceptual and design documents to assure conformance to operational, functional, technical, and contractually specified requirements.
- Perform Engineering Studies and Analysis of Alternatives for most efficient integration of software into Next Generation processors and hardware.
- Develop Equipment and System Level Diagnostics for unique hardware components within the target Combat System Suite.
- Develop System level processing and notification methods for Fault Isolation and Fault Detection within Combat

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 58 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

System components.

- Develop Common Display products and practices for use across the Navy's Combat System Enterprise.
- Participate in requirements, design, and test reviews and recommend process or document improvements where applicable.
- Develop/Review/Analyze proposed engineering changes, waivers, deviations, and alterations for their impact on performance, reliability, maintainability, availability, quality, safety, and life cycle cost.
- Analyze operational and maintenance performance data to determine design defects detracting from the equipment or system's capability to perform its intended operational, maintainability and reliability requirements.
- Recommend corrections or improvements for translation into detailed engineering changes, and develop engineering changes and/or alterations to provide improvements, and to correct service deficiencies, improve logistic support, and produce life cycle cost savings.
- Review and analyze existing versions of software and related technical specifications provided as Government Furnished Information (GFI). This software or documentation may be used as the baseline or starting point for potential reuse and revision to meet the deliverable requirements of this order. Examples of GFI include Program Performance Specifications (PPS) for specific software packages, OPSPEC 411.3 Appendix Ds, Interface Design Specifications (IDS), and other similar documents. The Contractor shall be expected to produce requirements and design documentation under this task such as Requirements Analysis Papers (RAP), Engineering Change Proposals (ECP), or System Requirements Specifications (SRS).
- Develop technical reports related to system requirements and/or design, such as formal trade studies, technical approach white papers, or traceability analyses.

Applicable CDRL: A002, A005, A007, A011, A014, A015, A016, A017, A018, A019, A020, A021, A022, A023, A024, A025, A031

C.3.2.2 Software Production - The Contractor shall as a member of a Government/Contractor team:

- Develop software that implements evolving requirements, updated war fighter requirements and system interoperability enabling technologies such as Open Architectures that enable net centric warfare.
- Analyze operational and maintenance performance data to ensure the system meets the mandated requirements.
- Analyze and recommend solutions to development and production problems.
- Provide corrections or improvements that translate into detailed Engineering Change Proposals (ECP).
- Review engineering changes for their impact on performance, endurance, stability, and reliability of computer programs.
- Review the impact of production engineering changes, waivers, and deviations on other procurements.
- Participate in configuration control and physical management of computer programs.
- Produce upgraded versions of the following products:
  - Software to include source code, build processes, build tools and executables.
  - Combat Systems Operational Tape (CSOT)
  - Technical Data Packages, in accordance with CDRLs and their referenced DIDs.
- Maintain liaison with the system level manager and his agents with respect to subsystem and equipment computer program interfaces.
- Analyze the impact of deficiencies uncovered during pre-production, production, first article, and operational acceptance tests on production and quality assurance.

Applicable CDRL: A002, A005, A007, A014, A016, A017, A018, A019, A020, A021, A022, A023, A024, A025, A031

C.3.2.3 Acceptance Test Support – In support of Contractor-conducted development testing and Government-conducted acceptance testing, the Contractor shall provide engineering and technical support for the product under test. The Contractor shall:

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 59 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- Conduct Development Testing/Factory Acceptance Tests and Evaluation (FAT&E) of systems/equipment/component or other contract production items to demonstrate that the procured items fulfill the requirements and specifications of the procuring contract or agreement.
- Participate in the performance of Government System Tests such as: Development Tests (DT), Program Acceptance Tests (PAT), or Operational Test (OT) evolutions, Combat Systems Integration Testing (CSIT), Government Acceptance Tests (GAT), and similar tests that are performed to authenticate and certify programs.
- Provide test configurations of target CDS/combat control equipment.
- Develop Test Plans and Procedures.
- Develop and maintain Land Based Test site test procedures.

Applicable CDRL: A008, A026, A027, A028

C.3.2.4 Validation, Verification, Certification, Accreditation, and Security Engineering Support - The Contractor shall as a member of a Government/Contractor team:

- Produce performance test and evaluation data to determine and report areas of opportunity for improvement in design of Government Furnished Property (GFP).
- Produce reliability, maintainability, test, technical evaluation, and production feedback to determine and report specific items with need for improvements in software reliability, maintainability, maintenance requirements, quality requirements, and logistic support.
- Establish, execute, and maintain analysis programs that quantify the impact of proposed and implemented design and logistic support changes on cost and operational availability.
- Perform those certification or accreditation procedures to ensure the appropriate accreditation and security of Government owned software produced, revised, modified, or supported under this Task Order. This task shall be performed in accordance with the applicable standard for such processes in effect at the time of award of the TI. An example of this standard is DoD 8510.01 DoD - Information Assurance Certification and Accreditation Process (DIACAP), 28 NOV 2007 and Enterprise Mission Assurance Support Service (eMASS).
- Perform specific security engineering processes to include information assurance certification or accreditation, anti-tampering testing and validation, defining computer network defense procedures and processes on Government-owned software and embedded software systems and hardware. The documents governing these processes or procedures will be provided as GFI and shall be approved documentation currently in place for IA of Government software. Examples include DoDD 8500.01E (Information Assurance (IA) and DoDI 8500.2(Information Assurance (IA) Implementation.
  - Perform active monitoring and enforcement of IA policies.
  - Perform DAR encryption administration.
  - Perform Security Information and Event Management (SIEM) to include network monitoring, log, and inventory tools.
- Provide system analysis and reports regarding the Information Assurance status of various Combat Systems and develop long range plans of action and milestones with any noted deficiency corrections for use during the Certification and Accreditation (CNA) process.

Applicable CDRL: A006, A007, A031

C.3.2.5 Integrated Logistics Support - The Contractor shall as a member of a Government/Contractor team:

- Develop, review for technical adequacy and accuracy of, and maintain technical manuals and other technical data in support of software.
- Develop, update, review, maintain and store technical documentation such as: engineering drawings, software development documentation, maintenance documentation, shipboard installation drawings, software installation instructions and associated lists in accordance with TI issued against it.
- Produce and maintain Technical Manuals such as: Operator's Manuals, System Operator Manuals, Electronic System Operators Manuals, and Ready Reference Guides (OM/SOMs/ESOMs/RRGs).
- Provide a technical library and library services/tools/software for collecting, storing, retrieving, distributing, and

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 60 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

accounting for operational, test, and simulation programs.

- Review and comment on systems familiarization and shipboard system orientation material and propose improvements as recognized.
- Review technical content of systems familiarization material and propose improvements.
- Develop or update systems familiarization material required as a result of equipment/system design and logistic support changes.
- Assist in the requirements definition, installation, and acceptance of technical training subsystems/equipment prior to introduction of the subsystems/equipment into the fleet.
- Develop or revise software familiarization and shipboard system orientation courses.
- Provide training support by preparing appropriate course syllabus, curriculum, classroom training, training aids, Computer Based Training (CBT), Interactive Courseware (ICW) and exams to measure the achievement of learning objectives.
- Provide acquisition support in the procurement of COTS software/hardware products as required to support Government requirements.

Applicable CDRL: A010, A011, A029

C.3.2.6 Configuration and Data Management Support - The Contractor shall as a member of a Government/Contractor team:

- Assure that all technical data that defines product baselines are updated and maintained. This shall be based on approved engineering changes, including implementing their effects on technical manuals and preventive/corrective maintenance documentation.
- Analyze the impact of engineering changes on all technical documentation.
- Maintain current, all technical data that define operational equipment/systems baselines to reflect approved engineering changes, including implementing their effects on technical manuals and preventive and corrective maintenance documentation.
- Maintain current, all technical data that require changes and revisions.
- Execute and maintain analysis programs that quantify the impact of proposed and implemented systems, equipment, and logistic support changes.
- Participate in the development and review of Configuration Management (CM) plans, specifications, procedures and software.
- Establish and maintain initial configuration status accounts of product baselines, including status of engineering changes and effective points of approved changes, waivers, and deviations, review engineering changes, deviations, and waivers for concurrence in classification.
- Participate in configuration audits.
- Establish and maintain an effective and standardized configuration management program that will ensure control of technical documentation and software configuration baselines.
- Provide support to the appropriate Change Control Board (CCB) to review engineering changes and make recommendations for approval or disapproval.

Applicable CDRL: A012

C.3.2.7 Installation and Engineering Support - The Contractor shall as a member of a Government/Contractor team:

- Assist in the preparation and development of installation plans, parts lists, instructions, checkout plans, test procedures, handbooks, and drawings for installations.
- Provide installation support services, material, and supplies as required for the preparation and installation of software products aboard ships and craft, and/or shore-site facilities.
- Provide hardware and software systems engineering support and liaison for software products during the conduct of shipboard or shipyard installation and testing.
- Provide Redline modifications to switchboards to implement changes or enhancement required for optimal performance of software programs.
- Provide on-site software and hardware support at CDSA Dam Neck laboratories as required.

C.3.2.8 Network Support - The Contractor shall as a member of a Government /Contractor team:

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 61 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- Assist users with the administration and maintenance of Command Shares, Public Folders, Distribution Lists and Functional Mailboxes.
- Assist with account management, asset reconciliation, asset upgrade, move, add and change of services utilizing tools such as NMCI Enterprise Tool (NET).
- Manage Command Assets and user accounts.
- Primary custodian for SIPRNet tokens including receipt, reset, reissue, and distribution of tokens.
- Management of Network core software including creation and maintenance of software inventory lists as well as ordering and coordinating the push of new software.
- Perform customer support using applicable tools such as i.e. NET, ISF, SRE, eMarketplace, and RAPT.

C.3.3 Government-Furnished Equipment, Materials or Property: Government-Furnished Equipment, Materials, and Property (GFE, GFM, and GFP) required for performance of this task order will be specified in individual TIs.

Applicable CDRL: A006

#### **C.4 MANDATORY REQUIREMENTS**

The following requirements are mandatory and must be met prior to award of a task order as well as maintained throughout the period of performance:

Requirement 1: Facility Location. The Contractor shall have and maintain a facility to serve as the principal place of performance within 60 miles commuting distance of CDSADN.

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 Clearance. All personnel performing under this task order shall possess, at a minimum, a DoD Industrial Security Clearance of at least SECRET. Interim clearances are acceptable.

#### **C.5 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.6 IN-PROCESS REVIEWS (IPR)**

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

**C.7 REPORTS:** The Contractor shall deliver progress reports and other data items as described in Exhibit "A".

C.7.1 Final Report: A final report shall be delivered at the completion of each task.

Applicable CDRL: A001

C.7.2 Contracting Officer's Management Report: Interim technical and financial progress reports shall be delivered periodically during the performance of this order.

Applicable CDRL: A002

C.7.3 Travel Reports: The Contractor may be required to attend meetings, conferences, and working groups in support of these efforts. Travel reports shall be delivered for all meetings, conferences, and working groups attended while performing this order which had four or more persons in attendance or for those in which action responsibilities, and/or milestones were assigned regardless of the number of persons in attendance.



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 62 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Applicable CDRLs: A003, A004

**C.7.4 Government-Owned Property Reports:** Government-owned property in the custody of the Contractor shall be reported monthly. This requirement is in addition to anything required by regulation, statute, or the assigned Government Property Administrator. This includes items loaned by the Government as well as that which is Contractor-acquired.

a. Each item of Government-owned property under the contract shall be allocated to only one order. Government-owned property utilized by multiple orders shall be allocated to that which paid for it, provided it, or gets the most benefit (in that order of precedence).

Applicable CDRL: A006

## **C.8 CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

a. The Department of Defense Contract Security Classification Specification (DD Form 254), attached hereto, itemizes the security classification requirements for this task order. The work to be performed under this order requires access to, and the handling of, classified information up to and including the SECRET security level. The Contractor shall obtain facility and personnel clearances required by the Department of Industrial Security Program prior to starting work under this order.

b. All personnel performing classified tasks under this order shall possess, at a minimum, a DoD Industrial Security Clearance of at least CONFIDENTIAL, or SECRET for all personnel assigned to perform work on board U.S. Navy ships or at CDSADN.

(1) Contractor requests for visit authorizations shall be submitted in accordance with DoD Manual 5220.22-M - National Industrial Security Program Operating Manual (NISPOM), 28 FEB 2006 as early as practicable and not later than three working days prior to visit (except in cases of urgency).

(a) 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.

(b) 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 Contracting Officer's Representative (COR), with the original copy of the request being forwarded to the activity being visited by the CDSADN Security Officer.

(2) Visit requests for Subcontractors shall be submitted to the appropriate Facility Security Officer (FSO) for certification of need-to-know, when applicable.

(3) Requirements for possession of a security clearance higher than SECRET shall be brought to the attention of the Contracting Officer for possible task order modification.

## **C.9 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.

## **C.10 ELECTRONIC SPILLAGES**

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 63 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(a) 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). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of CDSASN 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.

(b) 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 - DD254. 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 PCO will be responsible to work with the Contractor Facility 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 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, 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.12 INFORMATION ASSURANCE**

C.12.1 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.12.2 Contractor personnel whose IT access is limited to routine usage of NMCI assets and routine access to CDSADN business systems such as ERP, SLCADA, etc. require IA training in accordance with DoD 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 8570.01-M Chapter 3, 4, 10, or 11, as applicable.

### **C.13 OTHER DIRECT COSTS**

#### **C.13.1 TRAVEL REQUIREMENTS**

All travel under this effort must be requested of, and authorized by, the Contracting Officer's Representative (COR) (information copy to the Subject Matter Expert (SME), in writing or by electronic mail prior to travel and must show

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 64 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

the appropriate order number, the number of people traveling, the number of days for the trip, and the reason for the travel. The Contractor is not authorized to perform any travel that is not in conjunction with this effort. All travel shall be conducted in accordance with FAR 31.205-46. Travel, in the performance of duties described in this statement of work will be described in individual Technical Instructions. Representative locations include: San Diego, CA; Pascagoula, MS; Mayport, FL; Bremerton, WA; Yokosuka, Japan; Norfolk, VA; Newport News, VA; and Wallops Island, VA. Occasional short term travel may be required at other Government and Contractor field activities/commands and aboard ships.

### **C.13.2 EQUIPMENT, MATERIAL, AND CONSUMABLES**

C.13.2.1 This Task Order is issued as a services contract and the procurement of materials of any kind that are not directly related to and necessary for performance may be determined to be unallowable costs pursuant to FAR Part 31. Materials allowed as direct charge and approved for purchase during the performance of this Task Order are as stated in Section C.21.3.

### **C.14 ON-SITE ENVIRONMENTAL AWARENESS**

C.14.1 The Contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

C.14.2 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.14.3 The Contractor shall ensure that each Contractor employee not required to complete the training described in part (b) 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](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office).

C.14.4 Within 30 days of commencing contract performance, the Contractor shall certify by e-mail to their COR that the requirements captured by C.29.2 and C.29.3 above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—C.29.2 or C.29.3 above--each employee has satisfied.

C.14.5 Contractor copies of the records generated by the actions described in C.29.2 and C.29.3 above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

### **C.15 ON-SITE SAFETY REQUIREMENTS**

C.15.1 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.15.2 The Contractor shall ensure that each Contractor employee reads the document entitled, "Occupational 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](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html).

C.15.3 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.15.4 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.15.5 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 65 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

machine sources on base, the Contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

C.15.6 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/](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/).

C.15.7 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.15.8 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.15.9 The Contractor shall report all work-related injuries/illnesses that occurred while working at CDSADN to the Safety Office.

C.15.10 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](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html).

## **C.16 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 66 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 67 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

yard. There may be fees associated with the badging for Contractors.

### C.17 GOVERNMENT FURNISHED RESOURCES

C.17.1 Government workspace will be provided for the following labor categories:

Labor Category	Number of Personnel	Building
Computer Systems Engineer	2	CDSADN
Integrated Logistics Support Manager-Senior	1	CDSADN
Computer Programmer-Intermediate	1	CDSADN
Computer System Administrator	3	CDSADN
Electronics Technician, Maintenance	2	CDSADN
Electronics Technician, Maintenance II	2	CDSADN
Information Assurance Tech-Intermediate	2	CDSADN

C.17.2 The Government will provide access to the NMCI resources that are required to complete the efforts under this solicitation.

### C.18 CONTRACT PERSONNEL ADMINISTRATION

When onsite in Government office space, laboratories, test facilities, ship assets, Contractor employees shall be clearly identified as Contractors utilizing badge identifications 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, frequent (at least monthly) meetings are conducted between the COR and the Contractor organization program manager/project manager.

### C.19 IDENTIFICATION BADGES/COMMON ACCESS CARD (CAC)

The Contractor shall be required to obtain identification badges/CACs from the Government for all Contractor personnel to be located on Government property. The identification badge/CAC shall be visible at all times while employees are on Government property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges/CAC and shall conform to applicable regulations concerning the use and possession of the badges/CAC. The Contractor shall be responsible for ensuring that all identification badges/CAC issued to Contractor employees are returned to the appropriate Security Office within 48 hours following completion of the Task Order, relocation or termination of an employee and/or upon request by the Procuring Contracting Officer.

**C.20 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:

- a. documentation
- b. test equipment
- c. tools
- d. radar display and distribution equipment
- e. engineering change and/or equipment upgrade kits

C.20.1 Packing and packaging shall be as specified in Section D. 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 on a case basis. Classified items shall be protected in accordance with the Industrial Security Manual.

C.20.2 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 property being received for custody not be accompanied by a DD Form 1149, the Contractor shall prepare one, obtain the necessary signatures (if possible, or annotate the circumstances), and process copies in the usual manner.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 68 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## **C.21 OTHER DIRECT COST FOR MATERIALS**

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 PWS. This Task Order is a service contract and the procurement cost of material, of any kind, that is not incidental to, and necessary for, the contract performance may be determined unallowable costs pursuant to FAR Part 31.

The term "material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item.

The term "equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Any material acquired by the Contractor is subject to the requirements of the FAR and DFARS. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

### **C.21.1 Costs Expressly Not Allowed for Direct Charge**

The costs of general purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the contract - unless supported by DCMA as a procedure of the Contractor's accounting procedures. General purpose business expenses include but are not limited to the costs for items such as telephones (including cell phones) and telephone charges, copy machines, word processing equipment, personal computers, and other office equipment and supplies.

### **C.21.2 List of Materials Approved for Purchase**

If the Contractor operates a DCMA approved purchasing system, individual purchases equal to or over \$10,000 shall not be executed until the COR reviews the requested purchase and approval is obtained from the Procuring Contracting Officer (PCO). If the Contractor does not operate a DCMA approved purchasing system, purchases equal to or over \$3,000 shall not be executed until the COR reviews the requested purchase and approval is obtained from PCO. No purchases of any amount shall be executed by a Subcontractor if they do not have a DCMA approved accounting system.

### **C.21.3 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.21.1 above and C.21.4 and C.21.5 below.

1. Items in support of circuit card/assemblies repair.
2. Materials to support minor shipboard repairs, i.e., connectors, wiring harnesses, hardware, etc.
3. Materials for shipment of parts/shipment of materials.
4. Material to support sub-component fabrication (such as foundations) and system and equipment installations.

### **C.21.4 Required Approvals**

Prior written approval from the PCO shall be required for all purchases of materials under the following circumstances:

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 69 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(a) If the Contractor (or Subcontractor) possesses an approved purchasing system, the following applies:

(1) A purchase of materials, from the list at Section C.21.3, that equals \$10,000 or above may NOT be executed unless the COR reviews the proposed purchase and the PCO issues written approval.

(2) A purchase of materials, from the list at Section C.21.3, less than \$10,000 may be executed with COR review and written approval. PCO approval is not required.

(3) An approved Information Technology Procurement Request (ITPR) is required for applicable IT procurements prior to purchase. All IT procurements shall have the COR review and written approval.

(b) If the Contractor (or Subcontractor) does not possess an approved purchasing system, the following applies:

(1) A purchase of materials, from the list at Section C.21.3 above, less than \$3,000 per individual purchase may be executed with COR review and written approval. PCO approval is not required.

(2) A purchase of materials, from the list at Section C.21.3 above, that equals or exceeds \$3,000 per individual purchase may NOT be executed unless the COR reviews the proposed purchase and the PCO issues written approval.

(c) Separate multiple purchases of amounts valued below those thresholds stated in this section shall not be submitted to circumvent the COR and PCO review and approval procedure. Splitting purchase requirements to defeat purchasing thresholds shall not be approved.

#### **C.21.5 Procedure for Obtaining COR and PCO Approval**

To obtain COR and/or PCO approval, the Contractor shall do the following:

(a) Submit a written request for purchase of materials to the COR through e-mail. The COR shall review the request. If it is in accordance with C.21.3 above and requires PCO approval, the COR shall submit the request via the Contract Specialist to the PCO for review and approval.

(b) Minimum requirements for a written request for purchase are as follows:

(1) 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 of the need for the material

(7) Copy of the competitive quotes received from potential suppliers

(8) The basis for the selection of the selected supplier

(9) Explanation of the determination of price reasonableness regarding the selected supplier cost

(10) If the procurement is sole sourced to a particular supplier or manufacturer, include the rationale for limiting the procurement to that supplier or manufacturer (seek assistance from Contract Specialist for guidance, if needed).

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



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 70 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Issues or details may be discussed with the Contract Specialist acting on behalf of the PCO until a final Government determination is made as to whether to approve, modify, or reject the purchase.

#### **C.21.6 Property Management System**

The Contractor is required to possess and maintain an adequate property management system. The system must track all materials/ODC's associated with this contract.

#### **C.21.7 Disposition of Materials**

Upon completion of the period of performance, all material associated with this contract that is purchased by the Contractor and not depleted during the performance of the contract shall become the property of the Federal Government. The Contractor shall transfer all materials, not depleted, to the COR by way of a Material Inspection and Receiving Report (DD250).

#### **C.22 Ddl-G12 POST AWARD MEETINGS**

(a) A Post Award Meeting with the successful Offeror will be conducted within ten (10) working days after award of the task order. The meeting will be held at a Government facility (to be identified at task order award).

(b) The Contractor will be given at least five working days notice prior to the date of the meeting by the PCO.

(c) 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.

(d) 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.23 TERMINATION OF EMPLOYEES WITH CDSADN BASE ACCESS**

C.23.1 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.

C.23.2 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.24 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 71 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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 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 PCO; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this task order.

### **C.25 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.26 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.

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.27 NON-PERSONALSERVICES/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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 72 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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.28 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
- (3) Impact on providing support at the contracted value.

### **C.29 CONTROL OF CONTRACTOR PERSONNEL**

The Contractor shall comply with the requirements of NAVSEA and CDSADN instructions regarding performance 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 the Standards of Conduct contained in SECNAVINST 5370.2J.

### **C.30 SKILLS & 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.31 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>.

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.32 PLACES OF PERFORMANCE:** Efforts under this order shall be performed at Contractor facilities, CDSADN facilities, US Navy and Marine platforms, and foreign Navy platforms. Occasional, short-term temporary duty may be required. Any exceptions must be approved by the COR and PCO prior to travel.

### **C.33 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 73 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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.34 Dd1-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.35 VISITS BY FOREIGN NATIONALS AND FOREIGN REPRESENTATIVES**

#### **C.35.1**

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.35.2**

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.35.3**

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.35.4**

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 74 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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.35.5

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.35.6

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.35.7

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

(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 NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 75 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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.37 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.38 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), 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.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 76 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(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.

(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.39 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 77 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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 limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

**C.40 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 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)



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 78 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and 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 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.41 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.42 HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 79 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(a)(1) "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 contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes individuals, consultants, corporations, partnerships, joint ventures and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, the Contractor does not have any Organizational Conflict of Interest as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create an actual or, potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time 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 any task order under this contract 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 contract. 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 contract. This prohibition shall expire after a period of three years after completion of performance of the applicable task 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 contract and for a period of three years after completion of performance of this contract 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 merge or affiliate, or any successor or assign of the Contractor, shall not furnish to the United States Government either as a prime Contractor or a Subcontractor, any systems, components or services which is the subject work under this contract. This exclusion does not apply to any recompetition for those systems, components, or services furnished pursuant to this contract.

(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 contract 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 contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 80 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

writing to the Procuring Contracting Officer, the Government may terminate this contract 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 contract 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 contract; 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, sales of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Procuring 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 all 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 contract.

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

#### **C.43 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.44 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 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.45 HQ-C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (DEC 2006)**

(a) The Contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this order. The SDP shall, at a minimum:

(1) Define the Contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/ISO/IEC 12207-2008 - Systems and software engineering - Software life cycle processes;

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 81 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(2) Contain the information defined by IEEE/ISO/IEC 12207-2008 - Systems and software engineering - Software life cycle processes, section 5.2.1 (generic content) and the Plans and Procedures in Table 1 of IEEE/ISO/IEC 12207-2008 - Systems and software engineering - Software life cycle processes. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE/ISO/IEC 12207-2008 - Systems and software engineering - Software life cycle processes, as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

(5) Include the content defined by all information items listed in Table 1 of IEEE/EIA Std. 12207.1, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 4.2.3 of IEEE/ISO/IEC 12207-2008 - Systems and software engineering - Software life cycle processes, as appropriate;

(7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this order;

(8) Be in accordance with the framework defined in IEEE/ISO/IEC 12207-2008 - Systems and software engineering - Software life cycle processes, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with section 6.5.3a of IEEE/ISO/IEC 12207-2008 - Systems and software engineering - Software life cycle processes, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(b) The SDP shall be delivered to the Government for concurrence as a CDRL and shall not vary significantly from that proposed to the Government for evaluation for award. The Contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this order. Any changes, modifications, additions, or substitutions to the SDP also require prior Government concurrence.

#### **C.46 ECRAFT**

**(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](mailto:Ecrafft.nuwc.npt.fct@navy.mil). If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 82 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(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.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 83 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## 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 practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

### D. 2 HQ D-2-0003 ADDITIONAL MARKING REQUIREMENTS FOR FMS ITEMS (NAVSEA) (SEP 1992)

(a) The following identifying marks shall appear on the outside of each box, parcel and/or crate and all shipping papers included in each shipment:

NAVY  
 FMS CASE \_\_\_\_\_  
 REQUISITION NO. \_\_\_\_\_  
 ITEM DESCRIPTION \_\_\_\_\_

If a consolidated shipment of several items in one container is forwarded, add to the above information "CONSOLIDATED SHIPMENT, CONTAINS \_\_\_\_\_ ITEMS".

(b) The inscription "UNITED STATES OF AMERICA" shall be affixed in a suitable size indelible stencil, label or printed form on all external shipping containers or the exterior surface of uncrated items.

(c) All invoices, correspondence, reports and other documents shall be identified with the appropriate FMS case designator, requisition number(s), and item description(s).

### D.3 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 Practices.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 84 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

### **E.1 HQ-E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified in the attached Contract Data Requirements List(s), DD Form 1423.

### **E.2 HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION DELIVERIES**

Item(s) 9010 - 9400 - Inspection and acceptance shall be made at destination by a representative of the Government.

### **E.3 HQ-E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

Inspection and acceptance of item (s) 7010-7400 shall be performed at CDSADN by the F22 Contracting Officer Representative (COR) designated herein or a designated representative of the Government.

### **E.4 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.5 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

E.5.1 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 options and issue award terms.

E.5.2 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 received.

E.5.3 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.6 AUTHORITY**

E.6.1 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.7 SCOPE**

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 85 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

E.7.1 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.

E.7.2 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.7.3 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.7.4 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:

- Status and progress reviews and reports
- Production and management reviews and reports
- Management and engineering process reviews (e.g. risk management, requirements management, etc.) and reports
- Cost performance reports and other cost and schedule metrics
- Other program measures and metrics such as:
  - Measures of progress and status of resources
  - Measures of deliverable timeliness and accuracy
  - Measures of product quality and process performance
- External and sponsor feedback/comments and satisfaction ratings
- Systems engineering and other technical progress reviews
- Technical interchange meetings
- Physical and functional configuration audits
- Quality reviews and quality assurance evaluations
- Functional performance evaluations
- Subcontractor reports



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 86 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

E.7.5 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 Options 1 and 2 under the Task Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

E.7.6 CLINs 7300 and 7400 are Award Terms CLINs (see Table 2). In order for an Award Term option to be awarded, the Contractor must have achieved at least a Very Good in three of the five major elements and at least a Satisfactory in two of the five major elements.

## **E.8 ROLES AND RESPONSIBILITIES**

### **E.8.1 Procuring Contracting Officer (PCO)**

E.8.1.1 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.8.1.2 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. The PCO is also the Term-Determining Official (TDO).

### **E.8.2 Contract Specialist**

E.8.2.1 Assigned by the PCO to provide daily administration of the contract.

E.8.2.2 Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

### **E.8.3 Contracting Officer's Representative (COR)**

E.8.3.1 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.8.3.2 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.8.3.3 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.8.4 Subject Matter Expert (SME)**

E.8.4.1 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.8.4.2 The SME provides input to the COR as to the quality of technical performance for their respective area(s) of expertise.

E.8.4.3 A SME cannot, in any manner, alter the scope of the contract, make commitments, or authorize any changes on the Government's behalf.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 87 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## **E.9 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 and award terms shall follow the same schedule described in this section. In order to accomplish this, the following schedule applies:

E.9.1 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.9.2 COR 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.9.3 Week four (4) of month eight (8) of the period of performance, the PCO will review the Contractor Self-Assessment and the COR Written Assessment, determine an overall performance rating for the period, and provide a copy to the Contractor.

E.9.4 Interim Evaluation - The COR can provide feedback to the PCO at anytime during the period of performance. The PCO will provide this feedback to the Contractor upon receiving it, if the feedback indicates that the Contractor is not meeting the acceptable performance standards as defined herein.

E.9.5 Degradation of Performance - If following a favorable evaluation, the Government experiences a serious degradation in the overall quality of performance, the PCO has the unilateral right to repeat the evaluation process during the remaining period of performance.

## **E.10 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS**

E.10.1 Table 1 provides the overall performance ratings. The Award Term Clause and the Award Plan provide the Award Term Incentive Objectives. Table 2 provides the Task Performance Evaluation Criteria and Standards for each major Performance Element.

E.10.2 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.10.3 If the Contractor fails to meet the required performance level based on the preliminary review conducted in accordance with section E.7.5 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.10.4 Option periods 3 and 4 are Award Terms. In order for an Award Term option to be issued, the Contractor must have achieved at least a Very Good rating for each major element.

E.10.5 The PCO will make an Award Term incentive determination for Periods 3 and 4 prior to the end of each preceding evaluation period. The determination will be based on the COR's recommendation and any other information deemed relevant by the PCO.

## **E.11 METHODOLOGIES TO MONITOR PERFORMANCE**

### **E.11.1 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 88 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

methods of surveillance:

- Random Monitoring
- 100% Inspection
- Periodic Inspection
- Customer Feedback

#### E.11.2 Customer Feedback

E.11.2.1 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.11.2.2 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.11.2.3 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.11.2.4 Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

### E.12 QUALITY ASSURANCE DOCUMENTATION

#### E.12.1 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 Section E.10 and Table 1.

### E.13 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.8.4 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
Excellent	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	EXCELLENT
<b>I. Task Performance</b>					
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.
<b>II. Staffing</b>					
	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	Contractor provides a mix of qualified and highly qualified personnel.  Lapses in coverage are rare and are successfully	Contractor provides highly qualified personnel.  No lapses in coverage.  New and/or substitute

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCELLENT
			<p>managed by the Contractor to minimize impact on timeliness or quality.</p> <p>New/and or substitute resumes submitted IAW contract requirements.</p> <p>Personnel work products fully consistent with resume qualifications.</p>	<p>managed by the Contractor with no impact on timeliness or quality.</p> <p>New/and or substitute resumes submitted IAW contract requirements.</p> <p>Personnel work products fully consistent with resume qualifications.</p>	<p>resumes submitted IAW contract requirements.</p> <p>Personnel work products fully consistent with resume qualifications.</p>
<b>III. Customer Satisfaction</b>					
	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.
<b>IV. Management Performance</b>					
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.
Respon-	Contractor's management is unresponsive to	Contractor's management is occasionally	Contractor's management is responsive to	Contractor's management is responsive to	Contractor's management takes proactive

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCELLENT
siveness	Government requests and concerns.	unresponsive to Government requests and concerns.	Government requests and concerns.	requests and concerns and occasionally proactive in anticipating concerns.	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	<p>Contractor regularly experiences cost overruns.</p> <p>Cost reports are late and contain errors.</p> <p>Invoicing is not accurate or submitted in a timely manner. Supporting detail is missing or incomplete.</p>	<p>Contractor may experience occasional cost overruns.</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>Contractor routinely completes the effort within the originally agreed-to estimated cost.</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</p>	<p>Contractor routinely completes the effort within the originally agreed-to 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</p>	<p>Contractor often completes the effort at lower than estimated costs. Funds and resources used in a 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>
-----------------------	---	---	---	---	---

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCELLENT
			after end date of period being invoiced) and are accurate. All supporting detail is provided.	date of period being invoiced) and are accurate. All supporting detail is provided.	
Other Direct Costs (ODC)	<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 proposed.</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 proposed.</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>

## E. 14 AWARD TERM PLAN

### 1.0 INTRODUCTION

The QASP is the basis for evaluating of the Contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO) who is the PCO. The specific criteria and procedures used for assessing the Contractor's performance and for determining the award term earned are described in the Section E, Quality Assurance Surveillance Plan (QASP). All TDO/PCO decisions regarding the award-term evaluation and the nature and success of the Contractor's performance—are final and not subject to dispute. The award term will be provided to the Contractor through unilateral contract modifications as determined by the TDO.

### 2.0 ORGANIZATION

The award-term organization includes the PCO/TDO, the Contract Specialist, the COR and project-specific Subject Matter Experts (SMEs).

### 3.0 RESPONSIBILITIES

The responsibilities of the award-term organization are as specified in paragraph E.6 of the QASP.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 93 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

#### 4.0 AWARD-TERM PROCESSES

- a. Award-Term Evaluation. Evaluation results will be based on the Contractor's performance during each evaluation period.
- b. Evaluation Criteria. Any changes to award term evaluation criteria may be proposed by either party and shall be made only by bilateral modification to the QASP.
- c. Informal Interim Evaluation Process. The PCO may provide informal interim evaluation results and notifies the Contractor of the strengths and weaknesses for the current evaluation period. The PCO may also issue letters at any other time when it is deemed necessary to highlight areas of Government concern.
- d. End-of-Period Evaluations. The "end of period" evaluation to determine whether the first award term (CLIN 7300) will be issued shall occur in Option 2 in accordance with the schedule in paragraph E.6.5 of the QASP. The "end of period" evaluation for the second award term (CLIN 7400) shall also be in accordance with the QASP schedule.

#### 5.0 AWARD-TERM PLAN CHANGE PROCEDURE

Proposed changes to the award-term plan will be bilateral. If either party desires a change to the award-term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 94 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	2/1/2016 - 1/31/2017
7010AA	2/1/2016 - 1/31/2017
7010AB	2/1/2016 - 1/31/2017
7010AC	2/1/2016 - 1/31/2017
7010AD	2/1/2016 - 1/31/2017
7010AE	2/1/2016 - 1/31/2017
7010AF	2/1/2016 - 1/31/2017
7010AG	2/1/2016 - 1/31/2017
7010AH	2/1/2016 - 1/31/2017
7010AJ	2/1/2016 - 1/31/2017
7010AK	2/1/2016 - 1/31/2017
7010AL	3/24/2016 - 1/31/2017
7010AM	3/24/2016 - 1/31/2017
7010AN	5/2/2016 - 1/31/2017
7010AP	5/2/2016 - 1/31/2017
7010AQ	5/5/2016 - 1/31/2017
7010AR	5/5/2016 - 1/31/2017
7010AS	5/5/2016 - 1/31/2017
7010AT	5/5/2016 - 1/31/2017
7010AU	5/11/2016 - 1/31/2017
7010AV	5/11/2016 - 1/31/2017
7010AW	6/29/2016 - 1/31/2017
7010AX	6/29/2016 - 1/31/2017
7010AY	6/29/2016 - 1/31/2017
7010AZ	7/12/2016 - 1/31/2017
7010BA	8/24/2016 - 1/31/2017
7010BB	8/24/2016 - 1/31/2017
7010BC	8/24/2016 - 1/31/2017
7010BD	10/31/2016 - 1/31/2017
7010BE	11/23/2016 - 1/31/2017
7100	12/1/2016 - 11/30/2017
7101AA	12/1/2016 - 11/30/2017
7101AB	12/1/2016 - 11/30/2017
7101AC	1/5/2017 - 11/30/2017
7101AD	2/1/2017 - 11/30/2017
7101AE	2/1/2017 - 11/30/2017
7101AF	2/1/2017 - 11/30/2017
7101AG	2/1/2017 - 11/30/2017
7101AH	2/1/2017 - 11/30/2017

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 95 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7101AJ	2/1/2017 - 11/30/2017
7101AK	2/1/2017 - 11/30/2017
7101AL	2/1/2017 - 11/30/2017
7101AM	2/1/2017 - 11/30/2017
7101AN	2/1/2017 - 11/30/2017
7101AP	2/1/2017 - 11/30/2017
7101AQ	2/1/2017 - 11/30/2017
7101AR	3/3/2017 - 11/30/2017
7101AS	4/6/2017 - 11/30/2017
7101AT	4/6/2017 - 11/30/2017
7101AU	4/6/2017 - 11/30/2017
7101AV	4/6/2017 - 11/30/2017
7101AW	4/6/2017 - 11/30/2017
7101AX	4/6/2017 - 11/30/2017
7101AY	4/28/2017 - 11/30/2017
7101AZ	4/28/2017 - 11/30/2017
7101BA	4/28/2017 - 11/30/2017
7101BB	4/28/2017 - 11/30/2017
7101BC	4/28/2017 - 11/30/2017
7101BD	5/12/2017 - 11/30/2017
7101BE	5/12/2017 - 11/30/2017
7101BF	6/30/2017 - 11/30/2017
7101BG	6/30/2017 - 11/30/2017
7101BH	6/30/2017 - 11/30/2017
7101BJ	6/30/2017 - 11/30/2017
7101BK	5/12/2017 - 11/30/2017
7101BL	6/30/2017 - 11/30/2017
7101BM	6/30/2017 - 11/30/2017
7101BN	6/30/2017 - 11/30/2017
7101BP	5/12/2017 - 11/30/2017
7101BQ	6/30/2017 - 11/30/2017
7101BR	6/30/2017 - 11/30/2017
7101BS	5/12/2017 - 11/30/2017
7101BT	6/30/2017 - 11/30/2017
7101BU	6/30/2017 - 11/30/2017
7101BV	5/12/2017 - 11/30/2017
7101BW	6/30/2017 - 11/30/2017
7101BX	6/30/2017 - 11/30/2017
7101BY	6/30/2017 - 11/30/2017
7101BZ	6/30/2017 - 11/30/2017
7101CA	6/30/2017 - 11/30/2017
7101CB	6/30/2017 - 11/30/2017
7101CC	6/30/2017 - 11/30/2017

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 96 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7101CD	6/30/2017 - 11/30/2017
7101CE	6/30/2017 - 11/30/2017
7101CF	6/30/2017 - 11/30/2017
7101CG	6/30/2017 - 11/30/2017
7101CH	6/30/2017 - 11/30/2017
7101CJ	6/30/2017 - 11/30/2017
7101CK	6/30/2017 - 11/30/2017
7101CL	6/30/2017 - 11/30/2017
7101CM	6/30/2017 - 11/30/2017
7101CN	6/30/2017 - 11/30/2017
7101CP	6/30/2017 - 11/30/2017
7101CQ	6/30/2017 - 11/30/2017
7101CR	6/30/2017 - 11/30/2017
7101CS	6/30/2017 - 11/30/2017
7101CT	8/14/2017 - 11/30/2017
7101CU	8/14/2017 - 11/30/2017
7101CV	8/14/2017 - 11/30/2017
7101CW	8/14/2017 - 11/30/2017
7101CX	8/25/2017 - 11/30/2017
7101CY	8/25/2017 - 11/30/2017
7101CZ	8/28/2017 - 11/30/2017
7101DA	8/28/2017 - 11/30/2017
7101DB	8/31/2017 - 11/30/2017
7101DC	8/31/2017 - 11/30/2017
7101DD	9/11/2017 - 11/30/2018
7101DE	9/11/2017 - 11/30/2017
7101DF	9/11/2017 - 11/30/2017
7101DG	9/11/2017 - 11/30/2017
7101DH	9/15/2017 - 11/30/2017
7200	12/1/2017 - 11/30/2018
7201AA	12/1/2017 - 11/30/2018
7201AB	12/1/2017 - 11/30/2018
7201AC	12/1/2017 - 11/30/2018
7201AD	12/1/2017 - 11/30/2018
7201AE	12/1/2017 - 11/30/2018
7201AF	12/1/2017 - 11/30/2018
7201AG	12/1/2017 - 11/30/2018
7201AH	12/1/2017 - 11/30/2018
7201AJ	12/1/2017 - 11/30/2018
7201AK	12/1/2017 - 11/30/2018
7201AL	12/1/2017 - 11/30/2018
7201AM	12/1/2017 - 11/30/2018
7201AN	12/1/2017 - 11/30/2018

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 97 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7201AP	12/1/2017 - 11/30/2018
7201AQ	12/1/2017 - 11/30/2018
7201AR	12/8/2017 - 11/30/2018
7201AS	12/8/2017 - 11/30/2018
7201AT	12/8/2017 - 11/30/2018
7201AU	12/8/2017 - 11/30/2018
7201AV	12/20/2017 - 11/30/2018
7201AW	12/20/2017 - 11/30/2018
7201AX	12/20/2017 - 11/30/2018
7201AY	1/11/2018 - 11/30/2018
7201AZ	1/11/2018 - 11/30/2018
7201BA	1/11/2018 - 11/30/2018
7201BB	1/16/2018 - 11/30/2018
7201BC	2/2/2018 - 11/30/2018
7201BD	2/2/2018 - 11/30/2018
7201BE	2/2/2018 - 11/30/2018
7201BF	2/2/2018 - 11/30/2018
7201BG	3/26/2018 - 11/30/2018
7201BH	3/26/2018 - 11/30/2018
7201BJ	3/26/2018 - 11/30/2018
7201BK	3/26/2018 - 11/30/2018
7201BL	3/26/2018 - 11/30/2018
7201BM	3/26/2018 - 11/30/2018
7201BN	3/26/2018 - 11/30/2018
7201BP	3/26/2018 - 11/30/2018
7201BQ	3/26/2018 - 11/30/2018
7201BR	3/26/2018 - 11/30/2018
7201BS	4/6/2018 - 11/30/2018
7201BT	4/6/2018 - 11/30/2018
7201BU	4/6/2018 - 11/30/2018
7201BV	4/24/2018 - 11/30/2018
7201BW	5/9/2018 - 11/30/2018
7201BX	5/11/2018 - 11/30/2018
7201BY	6/27/2018 - 11/30/2018
7201BZ	6/27/2018 - 11/30/2018
7201CA	6/27/2018 - 11/30/2018
7201CB	6/27/2018 - 11/30/2018
7201CC	6/27/2018 - 11/30/2018
7201CD	6/27/2018 - 11/30/2018
7201CE	6/27/2018 - 11/30/2018
7201CF	7/2/2018 - 11/30/2018
7201CG	7/2/2018 - 11/30/2018
7201CH	7/2/2018 - 11/30/2018

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 98 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7201CJ	7/2/2018 - 11/30/2018
7201CK	7/2/2018 - 11/30/2018
7201CL	7/9/2018 - 11/30/2018
7201CM	7/9/2018 - 11/30/2018
7201CN	7/9/2018 - 11/30/2018
7201CP	7/20/2018 - 11/30/2018
7201CQ	7/20/2018 - 11/30/2018
7201CR	8/9/2018 - 11/30/2018
7201CS	8/9/2018 - 11/30/2018
7201CT	8/9/2018 - 11/30/2018
7201CU	8/30/2018 - 11/30/2018
7201CV	8/30/2018 - 11/30/2018
7201CW	8/30/2018 - 11/30/2018
7201CX	8/30/2018 - 11/30/2018
7201CY	8/30/2018 - 11/30/2018
7201CZ	8/30/2018 - 11/30/2018
7201DA	8/30/2018 - 11/30/2018
7201DB	9/20/2018 - 11/30/2018
7201DC	9/20/2018 - 11/30/2018
7201DD	9/20/2018 - 11/30/2018
7201DE	9/20/2018 - 11/30/2018
7201DF	9/20/2018 - 11/30/2018
7201DG	9/20/2018 - 11/30/2018
7201DH	9/20/2018 - 11/30/2018
7201DJ	9/20/2018 - 11/30/2018
7201DK	9/20/2018 - 11/30/2018
7201DL	9/20/2018 - 11/30/2018
7201DM	9/20/2018 - 11/30/2018
7201DN	9/20/2018 - 11/30/2018
7201DP	9/20/2018 - 11/30/2018
7201DQ	9/20/2018 - 11/30/2018
7201DR	9/20/2018 - 11/30/2018
7201DS	9/20/2018 - 11/30/2018
7201DT	9/20/2018 - 11/30/2018
7201DU	10/29/2018 - 11/30/2018
7201DV	10/29/2018 - 11/30/2018
7201DW	10/29/2018 - 11/30/2018
9000	2/1/2016 - 1/31/2017
9010AA	2/1/2016 - 1/31/2017
9010AB	2/1/2016 - 1/31/2017
9010AC	3/24/2016 - 1/31/2017
9010AD	3/24/2016 - 1/31/2017
9010AE	5/5/2016 - 1/31/2017

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 99 of 173	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

9010AG	5/5/2016 - 1/31/2017
9010AH	5/5/2016 - 1/31/2017
9010AJ	5/11/2016 - 1/31/2017
9010AK	5/11/2016 - 1/31/2017
9010AL	6/29/2016 - 1/31/2017
9010AM	6/29/2016 - 1/31/2017
9010AN	8/24/2016 - 1/31/2017
9010AP	8/24/2016 - 1/31/2017
9100	12/1/2016 - 11/30/2017
9101AA	12/1/2016 - 11/30/2017
9101AB	12/1/2016 - 11/30/2017
9101AC	1/5/2017 - 11/30/2017
9101AD	2/1/2017 - 11/30/2017
9101AE	2/1/2017 - 11/30/2017
9101AF	3/3/2017 - 11/30/2017
9101AG	4/6/2017 - 11/30/2017
9101AH	4/28/2017 - 11/30/2017
9101AJ	4/28/2017 - 11/30/2017
9101AK	5/12/2017 - 11/30/2017
9101AL	6/30/2017 - 11/30/2017
9101AM	8/14/2017 - 11/30/2017
9101AN	8/14/2017 - 11/30/2017
9101AP	8/25/2017 - 11/30/2017
9101AQ	9/11/2017 - 11/30/2017
9101AR	9/11/2017 - 11/30/2017
9101AS	11/21/2017 - 11/30/2017
9200	12/1/2017 - 11/30/2018
9201AA	12/1/2017 - 11/30/2018
9201AB	12/1/2017 - 11/30/2018
9201AC	12/1/2017 - 11/30/2018
9201AD	12/8/2017 - 11/30/2018
9201AE	12/20/2017 - 11/30/2018
9201AF	12/20/2017 - 11/30/2018
9201AG	1/16/2018 - 11/30/2018
9201AH	2/2/2018 - 11/30/2018
9201AJ	2/22/2018 - 11/30/2018
9201AK	3/12/2018 - 11/30/2018
9201AL	3/26/2018 - 11/30/2018
9201AM	3/26/2018 - 11/30/2018
9201AN	4/6/2018 - 11/30/2018
9201AP	4/6/2018 - 11/30/2018
9201AQ	4/6/2018 - 11/30/2018
9201AR	5/11/2018 - 11/30/2018

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 100 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

9201AS	6/27/2018 - 11/30/2018
9201AT	6/27/2018 - 11/30/2018
9201AU	6/27/2018 - 11/30/2018
9201AV	6/27/2018 - 11/30/2018
9201AW	7/2/2018 - 11/30/2018
9201AX	7/20/2018 - 11/30/2018
9201AY	7/20/2018 - 11/30/2018
9201AZ	8/9/2018 - 11/30/2018
9201BA	8/9/2018 - 11/30/2018
9201BB	9/20/2018 - 11/30/2018
9201BC	9/20/2018 - 11/30/2018
9201BD	10/29/2018 - 11/30/2018
9201BE	10/29/2018 - 11/30/2018
9201CU	8/30/2018 - 11/30/2018

CLIN - DELIVERIES OR PERFORMANCE

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

7010	02/01/2016 - 01/31/2017
7099	02/01/2016 - 01/31/2017
9010	02/01/2016 - 01/31/2017

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

7100	12/01/2016 - 11/30/2017
7199	12/01/2016 - 11/30/2017
7200	12/01/2017 - 11/30/2018
7299	12/01/2017 - 11/30/2018
9100	12/01/2016 - 11/30/2017
9200	12/01/2017 - 11/30/2018

The periods of performance for the Award Term Items are as follows:

7300	12/01/2018 - 11/30/2019
7399	12/01/2018 - 11/30/2019
7400	12/01/2019 - 11/30/2020
7499	12/01/2019 - 11/30/2020
9300	12/01/2018 - 11/30/2019

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 101 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

9400

12/01/2019 - 11/30/2020

Services to be performed hereunder will be provided at the below address or at the Contractor's facility:

CDSADN  
1922 Regulus Avenue  
Virginia Beach, VA 23461

**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.



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 102 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

## **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, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures at the project/work area/TI/WBS level is required.

### **G.2 SPECIAL INVOICE INSTRUCTIONS**

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

### **G.3 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

PGI 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.

It is critical that the Paying Office pays in accordance with the ACRNs and CLINs noted on the Contractor's invoices. To do otherwise could result in a misappropriation of funds.

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 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 this section, Consent to Subcontract, authority is retained by the Procuring Contracting Officer.

The following Subcontractors are approved on this Task Order:

### **G.5 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 103 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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.

#### **G.6 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES**

Procuring Contracting Officer (PCO):

PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 104 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

Administrative Contracting Officer (ACO):

The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this Task Order in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

Contracting Officers Representative (COR):

The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. A copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this Task Order.

Alternate Contracting Officers Representative (ACOR):

The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an attachment to this Task Order.

Subject Matter Experts

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.7 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 106 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

Issue By DoDAAC	N00178
Admin DoDAAC	S2404A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N63273
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA630
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 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@navy.mil](mailto:DLGR_NSWC_WAWF@navy.mil).

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

**G.8 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 107 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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.9 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) 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.10 ACCOUNTING SYSTEM ADEQUACY**

a. FAR 16.301-3(a)(1) requires that a Contractor's accounting system be adequate for determining costs applicable to the contract in order to be eligible for a cost reimbursement type contract. This is understood to mean that the accounting system must have been reviewed and approved by the Government.

b. This requirement applies equally to the prime Contractor as well as their Subcontractors who are proposed for cost-reimbursement or time and materials (T&M) contracts. T&M contracts are considered to be a form of cost reimbursement contracting because of the manner in which materials and ODCs are priced (actual cost plus indirect burdens). Subcontractors without approved accounting systems should be contracted using firm fixed price

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 108 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

or labor hour contracts.

c. The prime Contractor is solely responsible for verifying that Subcontractors proposed for cost reimbursement contracts (including T&M), have DCAA-approved accounting systems. They shall require Subcontractors to provide a copy of DCAA's most recent review/approval letter. A copy of this letter shall be provided to the Government.

d. The prime Contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues shall be identified and their impact on this requirement shall be discussed.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 109 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 110 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 111 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 112 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 113 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 114 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 115 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 116 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 117 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 118 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 119 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 120 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 121 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 122 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 123 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 124 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 125 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 126 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 127 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 128 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 129 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 130 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 131 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 132 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 133 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 134 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 135 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 136 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 137 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 138 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

## 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 individual 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 CATEGORIES - DESIRED QUALIFICATIONS

#### PROGRAM / PROJECT MANAGER – (Senior)

Ten years full-time experience in the management of software and large scale integrated electronic systems projects with emphasis in the following areas:

- Managing projects on systems comparable in size and complexity to a surface combat system such as the SSDS MK2, AEGIS, CDS or ACDS, DDS and ASDS systems.
- Experience with coordinating tasks, managing costs and production schedules, and making use of project management tools such as GANTT charts, PERT charts, CRLCMPs, or ILSPs.

#### COMPUTER SYSTEMS ENGINEER - (Senior)

Ten years full-time experience, eight years of which have been in support of a system such as a SSDS MK2, AEGIS, CDS or ACDS system with the following areas of emphasis:

- Development of system requirements and implementation down to the functional level.
- Development of change documentations such as Engineering Change Notices, Engineering Change Proposals, or Deviations and Waivers.
- Production of interface requirements and coding requirements for military computers or distributed systems and networks
- Other system engineering tasks involved in major system development and production such as needs analyses, requirements analyses, and artifacts for each segment of the systems engineering life cycle.
- Experience with systems engineering tools such as SEMP, feasibility studies, Type 'A' specifications, design documentation, IDSs, ECPs, ECNs, and similar artifacts

### H.3 NON-KEY PERSONNEL – MINIMUM QUALIFICATIONS

In order to provide additional clarification to the PWS, 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.

#### INTEGRATED LOGISTICS SUPPORT MANAGER - (Senior)

Ten years of full-time professional experience in Navy Integrated Logistics Support and System Life Cycle Support areas of the DoD/Navy Integrated Logistics Support System with knowledge of DoD/Navy ILS systems, directives, policies, and standards.

Six years of this professional experience must be full-time specialized experience in logistics engineering development including experience in the development, fleet introduction, installation, test, operation, and life cycle support of a major shipboard system. This specialized experience shall include each of the following Navy ILS components in support of a major shipboard system (1) Maintenance Planning; (2) Manpower, Personnel, & Training; (3) Supply Support; (4) Test Equipment Support; (5) Technical Logistical Data; (6) Packaging, Handling, Storage, & Transportation; and (7) Design & Installation.

The professional and specialized experience requirements above may have been acquired simultaneously.

#### COMPUTER PROGRAMMER – (Intermediate) (GS-11 Equivalent, SCA Category 14073)

Seven years of full-time professional experience in support of a system such as a SSDS MK2, AEGIS, CDS, or ACDS system. Experience must be in:

- The production of specific code design from requirements and design documentation.
- The implementation of software design models into pseudocode or actual code.
- 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.
- Participation in code reviews for design, integration, and performance.
- Experience with software development standards such as MIL-STD 2167, 498 be documented.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 139 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

-  
COMPUTER SYSTEM ADMINISTRATOR - (Senior)

Six years of full-time experience in network systems.

Competent in the acquisition and management of communication hardware and software and in operating and maintaining LAN/MAN /WAN/Virtual Computing Environments and other network related equipment. Formal certification by a major network vendor. Possesses knowledge of network and computer hardware and software such as bridges, routers, gateways, and modems; network operating systems such as Microsoft OS and Servers, Cisco, Foundry, and VMware; protocols such as TCP/IP, X.25, X.400, and X.500; and technologies such as FDDI and Multicast.

- Understand Network Information Assurance requirements
- Proficient in System Security Accreditation processes

ELECTRONICS TECHNICIAN, MAINTENANCE - (Intermediate) (GS-09 Equivalent, SCA Category 23183)

Seven years of full-time professional experience working as an Electronics Technician which must include four years of full-time hands on experience in installation, troubleshooting, repairing, and / or testing of any one major shipboard system / equipment. The requirement for full-time experience precludes concurrent experience on more than one system / equipment unless they are all equivalent in complexity and maintenance philosophy.

INFORMATION ASSURANCE TECHNICIAN – (Intermediate)

Five years full-time professional experience in network computer equipment, system and security. Experience working with Information Assurance (IA) standards, procedures, and policies.

IAT Level I and IAT Level II CE/NE knowledge and skills. Certification in Information Assurance standards and policies.

-  
ELECTRONICS TECHNICIAN, MAINTENANCE II - (Associate) (GS-07 Equivalent, SCA Category 23182)

Four years of full-time professional experience working as an Electronics Technician

INTEGRATED LOGISTICS SUPPORT SPECIALIST - (Intermediate) (GS-12 Equivalent, SCA Category 30086)

Seven years of full-time professional experience in Navy Integrated Logistics Support and System Life Cycle Support areas of the DoD / Navy Integrated Logistics Support System with knowledge of DoD / Navy ILS systems, directives, policies, and standards.

Two of these years must be full-time specialized experience in logistics engineering development including experience in the development, fleet introduction, installation, test, operation, and life cycle support of a major shipboard system. This specialized experience shall include each of the following Navy ILS components in support of a major shipboard system (1) Maintenance Planning; (2) Manpower, Personnel, & Training; (3) Supply Support; (4) Test Equipment Support; (5) Technical Logistical Data; (6) Packaging, Handling, Storage, & Transportation; and (7) Design & Installation.

**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; (3) hourly rate; (4) 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 Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 140 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

start date and the agreed to annual salary) shall be provided.

## H.6 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.7 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 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-3028 by \_\_\_\_\_ (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed." \_\_\_\_\_ Employee Signature and Date ` Offeror

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 141 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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 offer letter 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.8 252.239-7001 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.9 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.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. 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



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 142 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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.

(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.10 5252.227-9113 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-GYDH-40010 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.11 NAVSEA 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:

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 143 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

(c) CLINs/SLINs \_\_\_\_\_ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(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.12 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Administration Office, the Government will furnish the following for use in the performance of this task order:

Equipment	Description	Part No.	Serial No.	Value
AN/SPA-25H	Radar Indicator	8-10129-01	APB-002	\$129,119.00
AN/SPA-25H	Radar Indicator	8-10129-02	SPA-1-5051	\$129,119.00
AN/SPA-25H	Radar Indicator	8-10129-02	SPA-1-5052	\$129,119.00
AN/SPA-25G	Radar Indicator	106533	A435	\$ 72,800.00
SB-4229A(V)3/SP w/ SM-902(V) VSS	Radar Switchboard w/ Video Signal Simulator	308001-7	134A	\$162,563.00
CV-3989(V)1/SP	Dual Signal Data Converter	20500-1	022	\$ 50,111.00
CV-3989/SP	Signal Data Converter	10D265-1	A290	\$ 23,700.00
Decoder	RADDS to Synchro	204222-1	037A	\$ 13,517.00
PROVT	Portable Radar Operator Video Trainer	FXP4	1106450002	\$ 15,300.00

**H.13 5252.245-9109 GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for incorporation in the equipment to be delivered under Item(s) of this task order.

Equipment	Description	Part No.	Serial No.	Value
AN/SPA-25H	Radar Indicator	8-10129-01	APB-002	\$129,119.00

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 144 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

AN/SPA-25H	Radar Indicator	8-10129-02	SPA-1-5051	\$129,119.00
AN/SPA-25H	Radar Indicator	8-10129-02	SPA-1-5052	\$129,119.00
AN/SPA-25G	Radar Indicator	106533	A435	\$ 72,800.00
SB-4229A(V)3/SP w/ SM-902(V) VSS	Radar Switchboard w/ Video Signal Simulator	308001-7	134A	\$162,563.00
CV-3989(V)1/SP	Dual Signal Data Converter	20500-1	022	\$ 50,111.00
CV-3989/SP	Signal Data Converter	10D265-1	A290	\$ 23,700.00
Decoder	RADDS to Synchro	204222-1	037A	\$ 13,517.00
PROVT	Portable Radar Operator Video Trainer	FXP4	1106450002	\$ 15,300.00

#### H.14 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:

#### 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.

(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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 145 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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.

**Additional Information Relating to the Issuance of Technical Instructions:**

Following approval of a Technical Instruction (TI) by the Contracting Officer and Acknowledgement by the Contractor, the TI will be incorporated into the Task Order by administrative modification.

**H.16 SAVINGS INITIATIVES**

The following cost savings initiatives are required under this Task Order:

(d) The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by avoiding second tier subcontractors/consultants during performance and where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of:

The prime contractor's pass-thru rate under this order or the Subcontractor's SeaPort-e pass-thru rate where the Subcontractor is also a prime Contractor under SeaPort-e.

**H.17 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.

(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,

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 146 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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 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, 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.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 147 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost and Pricing Data - Modifications (OCT 2010)

52.216-16 Incentive Price Revision-- Firm Target (OCT 1997)

52.217-8 Option To Extend Services (NOV 1999)

52.219-14 Limitations on Subcontracting (NOV 2011)

52.222-17 Non-Displacement of Qualified Workers (MAY 2014)

52.222-41 Service Contract Act of 1965 (MAY 2014)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

52.227-1 Authorization and Consent (DEC 2007)

52.227-11 Patent Rights - Ownership by the Contractor (MAY 2014)

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

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)

252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

252.204-0005 Line Item Specific: by Cancellation Date. (SEP 2009)

252.204-0006 Line Item Specific: Proration. (SEP 2009)

252.204-0007 Contract-wide: Sequential ACRN Order. (SEP 2009)

252.204-0008 Contract-wide: Contracting Officer Specified ACRN Order. (SEP 2009)

252.204-0009 Contract-wide: by Fiscal Year. (SEP 2009)

252.204-0010 Contract-wide: by Cancellation Date. (SEP 2009)

252.204-0011 Contract-wide: Proration. (SEP 2009)

252.204-0012 Other- when a specific clause can not be used.

252.204-7000 Disclosure of Information (AUG 2013)

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)

252.225-7048 Export-Controlled Items (JUN 2013)

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

252.227-7038 Patent Rights - Ownership by the Contractor (Large Business) (JUN 2012)

252.227-7039 Patents - Reporting of Subject Inventions (APR 1990)\*

\*Applicable to Small Businesses that are non-profit.

All clauses in the Offerors MAC contract apply to this Task Order, as negotiated.

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.

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.216-10 -- INCENTIVE FEE (JUN2011)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 148 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

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

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of --

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any Subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 149 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

**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 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.

ITEMS	LATEST OPTION EXERCISE DATA
7100, 7199, 9100	No later than 12 months after Task Order Award date
7200, 7299, 9200	No later than 24 months after Task Order Award date
7300, 7399, 9300	No later than 36 months after Task Order Award date
7400, 7499, 9400	No later than 48 months after Task Order Award date

(b) 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 (j) 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.

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

In compliance with the Service Contract Labor Standards 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

Task Order Category	GS Equivalent	Suggested SCA Category
Computer Programmer - Intermediate	GS-11	14073
Electronics Technician, Maintenance - Intermediate	GS-09	23183
Electronics Technician, Maintenance II - Associate	GS-07	23182
Integrated Logistics Support Specialist - Intermediate	GS-12	30086

**52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**

(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.

**252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FORIEGN 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—



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 150 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

- (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.

**252.227-7011 ASSIGNMENTS (AUG 1984) (Applicable to Small Businesses that are non-profit)**

The Contractor hereby conveys to the Government, as represented by the Secretary of \_\_\_\_\_, the entire right, title, and interest in and to the following patents (and applications for patent), in and to the inventions thereof, and in and to all claims and demands whatsoever for infringement thereof heretofore accrued, the same to be held and enjoyed by the Government through its duly appointed representatives to the full end of the term of said patents (and to the full end of the terms of all patents which may be granted upon said applications for patent, or upon any division, continuation- in-part or continuation thereof):

U.S. Patent No. \_\_\_\_\_

Date \_\_\_\_\_

Name of Inventor \_\_\_\_\_

U.S. Application Serial No. \_\_\_\_\_

Filing Date \_\_\_\_\_

Name of Inventor \_\_\_\_\_

together with corresponding foreign patents and applications for patent insofar as the Contractor has the right to assign the same.

(End of clause)

**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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 151 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(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 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 152 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(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 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 another party;

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

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

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

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

(2) Government purpose rights.

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

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(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.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 153 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 154 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(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 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 or Computer Software 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 155 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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, 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.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 156 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 157 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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.

**252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)**

(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—



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 158 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

- (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, 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), (vi) and (vii) of this clause;
- (v) Permit Contractors or Subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 159 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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-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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 160 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

all of a business entity or its assets to another party;

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

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

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

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

(2) Government purpose rights.

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

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

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

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its Subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement 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.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 161 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(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 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:

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 162 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

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

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

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

Date \_\_\_\_\_

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

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

(1) 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. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 163 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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).

(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.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 164 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

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

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

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

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

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

(k) Applicability to Subcontractors or suppliers.

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

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

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

(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.

**252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)**

(a) *Definitions.*

(1) For contracts that require the delivery of technical data, the terms “technical data” and “computer software” are defined in the Rights in Technical Data--Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term “computer software” is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(b) *Government rights prior to contract award.* By submission of its offer, the Offeror agrees that the Government—

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) *Government rights subsequent to contract award.* The Contractor agrees—

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 165 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

computer software required to be delivered under this contract are determined by the Rights in Technical Data--Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause(s) of this contract.

(d) *Government-furnished information.* The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) *Information available without restrictions.* The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) *Flowdown.* The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its Subcontractors or suppliers to do so without alteration, except to identify the parties.

#### **252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS—COMPUTER SOFTWARE (SEP 2011)**

(a) Definitions.

(1) As used in this clause, unless otherwise specifically indicated, the term "Contractor" means the Contractor and its Subcontractors or suppliers.

(2) Other terms used in this clause are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(b) Justification. The Contractor shall maintain records sufficient to justify the validity of any markings that assert restrictions on the Government's rights to use, modify, reproduce, perform, display, release, or disclose computer software delivered or required to be delivered under this contract and shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a request for information under paragraph (d) or a challenge under paragraph (f) of this clause.

(c) Direct contact with Subcontractors or suppliers. The Contractor agrees that the Contracting Officer may transact matters under this clause directly with Subcontractors or suppliers at any tier who assert restrictions on the Government's right to use, modify, reproduce, release, perform, display, or disclose computer software. Neither this clause, nor any action taken by the Government under this clause, creates or implies privity of contract between the Government and the Contractor's Subcontractors or suppliers.

(d) Requests for information.

(1) The Contracting Officer may request the Contractor to provide sufficient information to enable the Contracting Officer to evaluate the Contractor's asserted restrictions. Such information shall be based upon the records required by this clause or other information reasonably available to the Contractor.

(2) Based upon the information provided, if the—

(i) Contractor agrees that an asserted restriction is not valid, the Contracting Officer may—

(A) Strike or correct the unjustified marking at the Contractor's expense; or

(B) Return the computer software to the Contractor for correction at the Contractor's expense. If the Contractor fails to correct or strike the unjustified restriction and return the corrected software to the Contracting Officer within sixty (60) days following receipt of the software, the Contracting Officer may correct or strike the markings at that Contractor's expense.

(ii) Contracting Officer concludes that the asserted restriction is appropriate for this contract, the Contracting Officer shall so notify the Contractor in writing.

(3) The Contractor's failure to provide a timely response to a Contracting Officer's request for information or failure to provide sufficient information to enable the Contracting Officer to evaluate an asserted restriction shall constitute reasonable grounds for questioning the validity of an asserted restriction.

(e) Government right to challenge and validate asserted restrictions.



CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 166 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(1) The Government, when there are reasonable grounds to do so, has the right to review and challenge the validity of any restrictions asserted by the Contractor on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software delivered, to be delivered under this contract, or otherwise provided to the Government in the performance of this contract. Except for software that is publicly available, has been furnished to the Government without restrictions, or has been otherwise made available without restrictions, the Government may exercise this right only within three years after the date(s) the software is delivered or otherwise furnished to the Government, or three years following final payment under this contract, whichever is later.

(2) The absence of a challenge to an asserted restriction shall not constitute validation under this clause. Only a Contracting Officer's final decision or actions of an agency Board of Contract Appeals or a court of competent jurisdiction that sustain the validity of an asserted restriction constitute validation of the restriction.

(f) Major systems. When the Contracting Officer challenges an asserted restriction regarding noncommercial computer software for a major system or a subsystem or component thereof on the basis that the computer software was not developed exclusively at private expense, the Contracting Officer will sustain the challenge unless information provided by the Contractor or Subcontractor demonstrates that the computer software was developed exclusively at private expense.

(g) Challenge procedures.

(1) A challenge must be in writing and shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require the Contractor to respond within sixty (60) days;

(iii) Require the Contractor to provide justification for the assertion based upon records kept in accordance with paragraph (b) of this clause and such other documentation that are reasonably available to the Contractor, in sufficient detail to enable the Contracting Officer to determine the validity of the asserted restrictions; and

(iv) State that a Contracting Officer's final decision, during the three-year period preceding this challenge, or action of a court of competent jurisdiction or Board of Contract Appeals that sustained the validity of an identical assertion made by the Contractor (or a licensee) shall serve as justification for the asserted restriction.

(2) The Contracting Officer shall extend the time for response if the Contractor submits a written request showing the need for additional time to prepare a response.

(3) The Contracting Officer may request additional supporting documentation if, in the Contracting Officer's opinion, the Contractor's explanation does not provide sufficient evidence to justify the validity of the asserted restrictions. The Contractor agrees to promptly respond to the Contracting Officer's request for additional supporting documentation.

(4) Notwithstanding challenge by the Contracting Officer, the parties may agree on the disposition of an asserted restriction at any time prior to a Contracting Officer's final decision or, if the Contractor has appealed that decision, filed suit, or provided notice of an intent to file suit, at any time prior to a decision by a court of competent jurisdiction or Board of Contract Appeals.

(5) If the Contractor fails to respond to the Contracting Officer's request for information or additional information under paragraph (g)(1) of this clause, the Contracting Officer shall issue a final decision, in accordance with paragraph (f) of this clause and the Disputes clause of this contract, pertaining to the validity of the asserted restriction.

(6) If the Contracting Officer, after reviewing the written explanation furnished pursuant to paragraph (f)(1) of this clause, or any other available information pertaining to the validity of an asserted restriction, determines that the asserted restriction has—

(i) Not been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, denying the validity of the asserted restriction; or

(ii) Been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, validating the asserted restriction.

(7) A Contractor receiving challenges to the same asserted restriction(s) from more than one Contracting Officer shall notify each Contracting Officer of the other challenges. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer who initiated the first in time unanswered challenge, after consultation with the other Contracting Officers who have challenged the restrictions and the Contractor, shall formulate and distribute a schedule that provides the Contractor a reasonable opportunity for responding to each challenge.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 167 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(h) Contractor appeal? Government obligation.

(1) The Government agrees that, notwithstanding a Contracting Officer's final decision denying the validity of an asserted restriction and except as provided in paragraph (h)(3) of this clause, it will honor the asserted restriction—

(i) For a period of ninety (90) days from the date of the Contracting Officer's final decision to allow the Contractor to appeal to the appropriate Board of Contract Appeals or to file suit in an appropriate court;

(ii) For a period of one year from the date of the Contracting Officer's final decision if, within the first ninety (90) days following the Contracting Officer's final decision, the Contractor has provided notice of an intent to file suit in an appropriate court; or

(iii) Until final disposition by the appropriate Board of Contract Appeals or court of competent jurisdiction, if the Contractor has:

(A) appealed to the Board of Contract Appeals or filed suit in an appropriate court within ninety (90) days; or

(B) submitted, within ninety (90) days, a notice of intent to file suit in an appropriate court and filed suit within one year.

(2) The Contractor agrees that the Government may strike, correct, or ignore the restrictive markings if the Contractor fails to—

(i) Appeal to a Board of Contract Appeals within ninety (90) days from the date of the Contracting Officer's final decision;

(ii) File suit in an appropriate court within ninety (90) days from such date; or

(iii) File suit within one year after the date of the Contracting Officer's final decision if the Contractor had provided notice of intent to file suit within ninety (90) days following the date of the Contracting Officer's final decision.

(3) The agency head, on a non-delegable basis, may determine that urgent or compelling circumstances do not permit awaiting the filing of suit in an appropriate court, or the rendering of a decision by a court of competent jurisdiction or Board of Contract Appeals. In that event, the agency head shall notify the Contractor of the urgent or compelling circumstances. Notwithstanding paragraph (h)(1) of this clause, the Contractor agrees that the agency may use, modify, reproduce, release, perform, display, or disclose computer software marked with

(i) government purpose legends for any purpose, and authorize others to do so; or

(ii) restricted or special license rights for government purposes only. The Government agrees not to release or disclose such software unless, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS), or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The agency head's determination may be made at any time after the date of the Contracting Officer's final decision and shall not affect the Contractor's right to damages against the United States, or other relief provided by law, if its asserted restrictions are ultimately upheld.

(i) Final disposition of appeal or suit. If the Contractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is:

(1) Sustained—

(i) Any restrictive marking on such computer software shall be struck or corrected at the Contractor's expense or ignored; and (ii) If the asserted restriction is found not to be substantially justified, the Contractor shall be liable to the Government for payment of the cost to the Government of reviewing the asserted restriction and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the restriction, unless special circumstances would make such payment unjust.

(2) Not sustained—

(i) The Government shall be bound by the asserted restriction; and

(ii) If the challenge by the Government is found not to have been made in good faith, the Government shall be liable to the Contractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor in defending the restriction.

(j) Flowdown. The Contractor shall insert this clause in all contracts, purchase orders, and other similar instruments with its Subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this contract. The clause may not be altered other than to identify the appropriate parties.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 168 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

**252.227-7030 TECHNICAL DATA — WITHHOLDING OF PAYMENT (MAR 2000)**

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

**252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)**

(a) *Definitions.* The terms used in this clause are defined in the Rights in Technical Data—Noncommercial Items clause of this contract.

(b) Presumption regarding development exclusively at private expense.

(1) Commercial items. For commercially available off-the-shelf items (defined at 41 U.S.C. 104) in all cases, and for all other commercial items except as provided in paragraph (b) (2) of this clause, the Contracting Officer will presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Contracting Officer shall not challenge such assertions unless the Contracting Officer has information that demonstrates that the item, component, or process was not developed exclusively at private expense.

(2) Major systems. The presumption of development exclusively at private expense does not apply to major systems or subsystems or components thereof, except for commercially available off-the-shelf items (which are governed by paragraph (b)(1)) of this clause. When the Contracting Officer challenges an asserted restriction regarding technical data for a major system or a subsystem or component thereof on the basis that the item, component, or process was not developed exclusively at private expense, the Contracting Officer will sustain the challenge unless information provided by the Contractor or Subcontractor demonstrates that the item, component, or process was developed exclusively at private expense.

(c) *Justification.* The Contractor or Subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except as provided in paragraph (b)(1) of this clause, the Contractor or Subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) *Prechallenge request for information.*

(1) The Contracting Officer may request the Contractor or Subcontractor to furnish a written explanation for any restriction asserted by the Contractor or Subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or Subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or Subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or Subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or Subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) *Challenge.*

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 169 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or Subcontractor asserting the restrictive markings. Such challenge shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or Subcontractor (or any licensee of such Contractor or Subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or Subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or Subcontractor's written response shall be considered a claim within the meaning of 41 U.S.C. 7101, Contract Disputes, and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or Subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or Subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or Subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) *Final decision when Contractor or Subcontractor fails to respond.* Upon a failure of a Contractor or Subcontractor to submit any response to the challenge notice the Contracting Officer will issue a final decision to the Contractor or Subcontractor in accordance with paragraph (b) of this clause and the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) *Final decision when Contractor or Subcontractor responds.*

(1) If the Contracting Officer determines that the Contractor or Subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or Subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or Subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or Subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or Subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or Subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or Subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or Subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or Subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 170 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

failure of the Contractor or Subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or Subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or Subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or Subcontractor agrees that the agency may, following notice to the Contractor or Subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or Subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes statute until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or Subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or Subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) *Final disposition of appeal or suit.*

(1) If the Contractor or Subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained—

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or Subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or Subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained—

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or Subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or Subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) *Duration of right to challenge.* The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or Subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data—

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) *Decision not to challenge.* A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) *Privity of contract.* The Contractor or Subcontractor agrees that the Contracting Officer may transact matters under this clause directly with Subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and Subcontractors.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 171 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(l) *Flowdown*. The Contractor or Subcontractor agrees to insert this clause in contractual instruments, including subcontracts and other contractual instruments for commercial items, with its Subcontractors or suppliers at any tier requiring the delivery of technical data.

**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.

**AWARD TERM CLAUSE**

In addition to the terms set forth elsewhere in the contract, and as provided in the QASP, the Contractor may earn an extension of one (1) to two (2) years on the basis of performance during the evaluation periods. The Contractor is evaluated using QASP criteria during each year of contract performance. During the third year (Option 2), if performance is evaluated as Very Good for each major element, the Contractor earns Year 4 (Award Term 1); if performance is evaluated as Very Good for each major element in Year 4, the Contractor earns Year 5 (Award Term 2).

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond Option 2 of performance for Very Good performance.

(b) Monitoring of Performance. The Contractor's performance will be continually monitored by the COR and Subject Matter Experts whose findings are reported by the COR to the PCO together with a recommendation regarding awarding of the Award Term period. The PCO makes the final decision on the award-term on the basis of the Contractor's performance during the award-term evaluation period.

(c) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the QASP.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 172 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(d) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(e) Self-Evaluation. The Contractor will submit a written self-evaluation of its performance for that period in accordance with the schedule in the QASP. It will be used in the COR's and PCO's evaluation of the Contractor's performance during this period.

(f) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the Contractor's performance, are made by the PCO. These decisions are final and are not subject to dispute.

(g) Award-Term Extension. The contract period may be modified to reflect the PCO's decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the Seaport-e contracts, including exercised options. The award-term provision must be included in the solicitation and resulting Task Order. If at any time the contract period does not extend more than two years from the PCO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0024	AMENDMENT/MODIFICATION NO. 55	PAGE 173 of 173	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Exhibit A - Contract Data Requirements List (DD Form 1423)

Attachment J.1 - Contract Security Classification Specification Rev. (DD Form 254)

Attachment J.2 - COR Appointment Letter

Attachment J.3 - ACOR Appointment Letter (To be issued with a subsequent Modification)

Attachment J.4 - Wage Determination WD 15-5635