

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
P00013

3. EFFECTIVE DATE
28-Sep-2018

4. REQUISITION/PURCHASE REQ. NO.
See Section G

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00178

7. ADMINISTERED BY (If other than Item 6) CODE

S0701A

NSWC, DAHLGREN DIVISION
17632 Dahlgren Road Suite 157
Dahlgren VA 22448-5110

DCMA HARTFORD
130 DARLIN STREET
EAST HARTFORD CT 06108-3234

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

SCIENCE APPLICATIONS INTERNATIONAL CORP
12010 Sunset Hills Road
Reston VA 20190

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119 / N0017818F3000

10B. DATED (SEE ITEM 13)

15-Dec-2017

CAGE CODE 6XWA8

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[]

[X] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

28-Sep-2018

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to update the Contract Specialist listed in Section G from Jeff Humphries to Jessa Turner. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$8,535,285.00 by \$0.00 to \$8,535,285.00.

The total value of the order is hereby increased from \$8,779,628.00 by \$0.00 to \$8,779,628.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000		Base Period - Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Note 1)					\$8,192,035.00
7000AA	U008	Base Period - Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Note 1)(Unfunded Holding SLIN) (Fund Type - TBD)					\$198,673.00
7000AB	U008	Award - \$1,450,000.00 (O&MN,N)					\$1,450,000.00
7000AC	U008	NO-P-GEM MOD 01 - \$78,000 (FMS Case #NO-P-GEM)					\$78,000.00
7000AD	U008	AT-P-GSU MOD 01 - \$160,000 (FMS Case #AT-P-GSU)					\$160,000.00
7000AE	U008	JA-P-FWT MOD 01 - \$93,000 (FMS Case #JA-P-FWT)					\$93,000.00
7000AF	U008	KS-P-GQC MOD 01 - \$119,000 (FMS Case #KS-P-GQC)					\$119,000.00
7000AG	U008	JA-P-LZK MOD 01 - \$93,000 (FMS Case #JA-P-LZK)					\$93,000.00
7000AH	U008	MOD 02 - \$120,000 (Fund Type - OTHER)					\$120,000.00
7000AJ	U008	MOD 02 - \$990,000 (O&MN,N)					\$990,000.00
7000AK	U008	MOD 03 - \$100,707 (SCN)					\$100,707.00
7000AL	U008	MOD 04 - \$240,000 (RDT&E)					\$240,000.00
7000AM	U008	MOD 04 - \$70,000 (RDT&E)					\$70,000.00
7000AN	U008	MOD 05 - \$145,000 (O&MN,N)					\$145,000.00
7000AP	U008	JA-P-QAD MOD 05 - \$36,500 (FMS Case #JA-P-QAD)					\$36,500.00
7000AQ	U008	JA-P-LZU MOD 05 - \$90,000 (FMS Case #JA-P-LZU)					\$90,000.00
7000AR	U008	JA-P-LZK MOD 05 - \$68,204 (FMS Case #JA-P-LZK)					\$68,204.00
7000AS	U008	JA-P-FWT MOD 05 - \$48,700 (FMS Case #JA-P-FWT)					\$48,700.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000AT	U008	NO-P-GEM MOD 05 - \$53,576 (FMS Case #NO-P-GEM)	██████	█	██████████	██████████	\$53,576.00
7000AU	U008	KS-P-LQI MOD 05 - \$76,001 (FMS Case #KS-P-LQI)	██████	█	██████████	██████████	\$76,001.00
7000AV	U008	AT-P-GSU MOD 05 - \$248,703 (FMS Case #AT-P-GSU)	██████	█	██████████	██████████	\$248,703.00
7000AW	U008	TW-P-LHO MOD 05 - \$140,000 (FMS Case #TW-P-LHO)	██████	█	██████████	██████████	\$140,000.00
7000AX	U008	KS-P-GQC MOD 05 - \$76,001 (FMS Case #KS-P-GQC)	██████	█	██████████	██████████	\$76,001.00
7000AY	U008	Incremental Funding, 10 USC 2410(a) Authority is hereby invoked. (O&MN,N)	██████	█	██████████	██████████	\$520,000.00
7000AZ	U008	MOD 07 - \$660,000 (SCN)	██████	█	██████████	██████████	\$660,000.00
7000BA	U008	MOD 08 - \$230,000 (RDT&E)	██████	█	██████████	██████████	\$230,000.00
7000BB	U008	JA-P-FWT MOD 08 - \$16,000 (FMS Case #JA-P-FWT)	██████	█	██████████	██████████	\$16,000.00
7000BC	U008	JA-P-FWZ MOD 08 - \$74,000 (FMS Case #JA-P-FWZ)	██████	█	██████████	██████████	\$74,000.00
7000BD	U008	JA-P-LZU MOD 08 - \$74,000 (FMS Case #JA-P-LZU)	██████	█	██████████	██████████	\$74,000.00
7000BE	U008	KS-P-LQI MOD 08 - \$54,000 (FMS Case #KS-P-LQI)	██████	█	██████████	██████████	\$54,000.00
7000BF	U008	NO-P-GEM MOD 08 - \$27,000 (FMS Case #NO-P-GEM)	██████	█	██████████	██████████	\$27,000.00
7000BG	U008	AT-P-GSU MOD 08 - \$166,000 (FMS Case #AT-P-GSU)	██████	█	██████████	██████████	\$166,000.00
7000BH	U008	TK-P-LLI MOD 08 - \$140,000 (FMS Case #TK-P-LLI)	██████	█	██████████	██████████	\$140,000.00
7000BJ	U008	MOD 08 - \$215,000 (O&MN,N)	██████	█	██████████	██████████	\$215,000.00
7000BK	U008	MOD 09 - \$50,000 (RDT&E)	██████	█	██████████	██████████	\$50,000.00
7000BL	U008	MOD 09 - \$90,000 (O&MN,N)	██████	█	██████████	██████████	\$90,000.00
7000BM	U008	MOD 10 - \$250,000 (O&MN,N)	██████	█	██████████	██████████	\$250,000.00
7000BN	U008	MOD 10 - \$300,000 (RDT&E)	██████	█	██████████	██████████	\$300,000.00
7000BP	U008	MOD 10 - \$400,000 (RDT&E)	██████	█	██████████	██████████	\$400,000.00
7000BQ	U008	MOD 11 - \$180,000 (RDT&E)	██████	█	██████████	██████████	\$180,000.00
7000BR	U008	MOD 12 - \$50,970 Incremental Funding, 10 USC 2410(a) Authority is hereby invoked. (O&MN,N)	██████	█	██████████	██████████	\$50,970.00
7050		Base Period - Labor Surge for Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work					\$819,204.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(SOW). (See Notes 1 & 3)					
7050AA	U008	Base Period - Labor Surge for Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 3) (Unfunded Holding SLIN) (Fund Type - TBD) Option					\$819,204.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Not Separately Priced - Contract Data Requirements List (CDRL) in accordance with Exhibit A in Support of CLINs 7000-7050.	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100		Option Period 1 - Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 2)					\$8,084,388.00
7100AA	U008	Option Period 1 - Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 2) (Unfunded Holding SLIN) (Fund Type - TBD) Option					\$8,084,388.00
7150		Option Period 1 - Labor Surge for Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 3)					\$808,439.00
7150AA	U008	Option Period 1 - Labor Surge for Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 3)					\$808,439.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(Unfunded Holding SLIN) (Fund Type - TBD)					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Not Separately Priced - CDRLs in accordance with Exhibit A in Support of CLINs 7100-7150.	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200		Option Period 2 - Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 2)					\$8,269,315.00
7200AA	U008	Option Period 2 - Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 2) (Unfunded Holding SLIN) (Fund Type - TBD)					\$8,269,315.00
		Option					
7250		Option Period 2 - Labor Surge for Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 3)					\$826,932.00
7250AA	U008	Option Period 2 - Labor Surge for Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 3) (Unfunded Holding SLIN) (Fund Type - TBD)				0	\$826,932.00
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Cost Fee

7299 Not Separately Priced - CDRLs in accordance with Exhibit A in Support of CLINs 7200-7250. 1.0 LO NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300		Option Period 3 - Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 2)					\$8,395,713.00
7300AA	U008	Option Period 3 - Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 2) (Unfunded Holding SLIN) (Fund Type - TBD)					\$8,395,713.00
		Option					
7350		Option Period 3 - Labor Surge for Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 3)					\$839,572.00
7350AA	U008	Option Period 3 - Labor Surge for Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 3) (Unfunded Holding SLIN) (Fund Type - TBD)					\$839,572.00
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Not Separately Priced - CDRLs in accordance with Exhibit A in Support of CLINs 7300-7350.	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400		Option Period 4 - Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 2)					\$8,547,419.00
7400AA	U008	Option Period 4 - Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 2) (Unfunded Holding SLIN) (Fund Type - TBD)					\$8,547,419.00
		Option					
7450		Option Period 4 - Labor Surge for Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 3)					\$854,742.00
7450AA	U008	Option Period 4 - Labor Surge for Systems Engineering and Training Analysis in accordance with (IAW) Section C, Statement of Work (SOW). (See Notes 1 & 3) (Unfunded Holding SLIN) (Fund Type - TBD)					\$854,742.00
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		Not Separately Priced - CDRLs in accordance with Exhibit A in Support of CLINS 7400-7450.	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000		Base Period - Other Direct Costs (ODCs) / Travel in Support of CLINS 7000 - 7050. (See Note 4)					\$587,593.00
9000AA	U008	Base Period - Other Direct Costs (ODCs) / Travel in Support of CLINS 7000 - 7050. (See Note 4) (Unfunded Holding SLIN) (Fund Type - TBD)	1.0	LO			\$45,670.00
9000AB	U008	Award - \$50,000.00 (O&MN,N)	1.0	LO			\$50,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000AC	U008	AT-P-GSU MOD 01 - \$1,000 (FMS Case #AT-P-GSU)	1.0	LO	\$1,000.00
9000AD	U008	JA-P-FWT MOD 01 - \$1,000 (FMS Case #JA-P-FWT)	1.0	LO	\$1,000.00
9000AE	U008	MOD 02 - \$20,081 (Fund Type - OTHER)	1.0	LO	\$20,081.00
9000AF	U008	MOD 02 - \$10,000 (O&MN,N)	1.0	LO	\$10,000.00
9000AG	U008	MOD 04 - \$13,572 (RDT&E)	1.0	LO	\$13,572.00
9000AH	U008	MOD 04 - \$27,400 (RDT&E)	1.0	LO	\$27,400.00
9000AJ	U008	MOD 05 - \$10,561 (O&MN,N)	1.0	LO	\$10,561.00
9000AK	U008	AT-P-GSU MOD 05 - \$3,812 (FMS Case #AT-P-GSU)	1.0	LO	\$3,812.00
9000AL	U008	TW-P-LHO MOD 05 - \$10,000 (FMS Case #TW-P-LHO)	1.0	LO	\$10,000.00
9000AM	U008	Incremental Funding, 10 USC 2410(a) Authority is hereby invoked. (O&MN,N)	1.0	LO	\$27,112.00
9000AN	U008	MOD 07 - \$53,600 (SCN)	1.0	LO	\$53,600.00
9000AP	U008	MOD 08 - \$55,000 (RDT&E)	1.0	LO	\$55,000.00
9000AQ	U008	AT-P-GSU MOD 08 - \$2,000 (FMS Case #AT-P-GSU)	1.0	LO	\$2,000.00
9000AR	U008	TK-P-LLI MOD 08 - \$10,000 (FMS Case #TK-P-LLI)	1.0	LO	\$10,000.00
9000AS	U008	MOD 08 - \$10,000 (O&MN,N)	1.0	LO	\$10,000.00
9000AT	U008	MOD 09 - \$10,000 (RDT&E)	1.0	LO	\$10,000.00
9000AV	U008	MOD 09 - \$30,000 (O&MN,N)	1.0	LO	\$30,000.00
9000AW	U008	MOD 10 - \$18,821 (O&MN,N)	1.0	LO	\$18,821.00
9000AX	U008	MOD 10 - \$97,839 (RDT&E)	1.0	LO	\$97,839.00
9000AY	U008	MOD 10 - \$57,110 (RDT&E)	1.0	LO	\$57,110.00
9000AZ	U008	MOD 11 - \$23,015 (RDT&E)	1.0	LO	\$23,015.00
9100		Option Period 1 - ODCs / Travel in Support of CLINs 7100 - 7150.(See Notes 2 & 4)			\$623,077.00
9100AA	U008	Option Period 1 - ODCs / Travel in Support of CLINs 7100 - 7150.(See Notes 2 & 4) (Unfunded Holding SLIN) (Fund Type - TBD)	1.0	LO	\$623,077.00
		Option			
9200		Option Period 2 - ODCs / Travel in Support of CLINs 7200 - 7250. (See Notes 2 & 4)			\$642,423.00
9200AA	U008	Option Period 2 - ODCs / Travel in Support of CLINs 7200 - 7250. (See Notes 2 & 4) (Unfunded Holding SLIN) (Fund Type - TBD)	1.0	LO	\$642,423.00
		Option			
9300		Option Period 3 - ODCs / Travel in Support of CLINs 7300 - 7350. (See Notes 2 & 4)			\$669,598.00
9300AA	U008	Option Period 3 - ODCs / Travel in Support of CLINs 7300 - 7350. (See Notes 2 & 4) (Unfunded Holding SLIN) (Fund Type - TBD)	1.0	LO	\$669,598.00
		Option			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9400		Option Period 4 - ODCs / Travel in Support of CLINs 7400 - 7450. (See Notes 2 & 4)			\$690,010.00
9400AA	U008	Option Period 4 - ODCs / Travel in Support of CLINs 7400 - 7450. (See Notes 2 & 4) (Unfunded Holding SLIN) (Fund Type - TBD) Option	1.0	LO	\$690,010.00

NOTE 1: LABOR HOURS

(a) The labor hours listed above in "LH" in the Base Period, each Option Period shall reflect the Level of Effort provided in Section H, 5252.216-9122 (Alt. 1) Level of Effort clause.

NOTE 2: OPTION CLAUSE

(a) The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I applies only to the Option Period Contract Line Item Numbers CLINs.

NOTE 3: SURGE OPTION

(a) If the Government determines that an increased Level of Effort for support, as provided in Section C, is required, the Government reserves the right to exercise a "Surge Option" CLINs for additional work in accordance with the Statement of Work. The Contracting Officer will provide written notice to the Contractor at least 30 calendar days prior to exercise of a "Surge Option".

NOTE 4: OTHER DIRECT COSTS (ODCs)

(a) ODCs will be limited to travel and materials as specified in Section C.

NOTE 5: NOT SEPARATELY PRICED (NSP)

(a) Price for NSP items shall be included in the price of Labor CLIN(s).

B.1 TYPE OF ORDER

- (a) This is a Level of Effort (term) type order.
- (b) Items in the 7x00 and 7x50 series are Cost-Plus-Fixed-Fee (CPFF) type CLINs.
- (c) Items in the 9xxx series are Cost-Only, excluding fee.
- (d) Items in the 7x99 series are NSP.

B.2 ADDITIONAL CLINS

(a) The resulting Task Order may be unilaterally modified by the Procuring Contracting Officer (PCO) during performance to allow for additional CLINs/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 FINALIZED FIXED FEE

(a) If the total Level of Effort for each period specified in Section H, 5252.216-9122 LEVEL OF EFFORT-ALTERNATE 1 (MAY 2010) is not provided by the Contractor during the period of this Task Order, the Contracting Officer, at its sole discretion, shall finalize fee based on the percent of hours provided in relation to the fixed fee. For example, if 90% of the hours were provided, the Contractor is entitled to 90% of the fixed fee.

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(b) This Task Order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total Cost-Plus-Fixed-Fee.

B.4 SMALL BUSINESS SUB-CONTRACTING

The Contractor is required to Sub-contract twenty percent (20%) of the total labor dollars obligated under this Task Order to Small Business concerns (at First Tier). Sub-contracting performance shall be reported in accordance with H.5 of the MAC.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ B-2-0010 NOTE (OPTION)

NOTE B - Option item to which the option clause in SECTION I applies and which is to be supplied only if and to the extent said option is exercised.

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

(a) For purposes of this Contract, "fee" means "Target Fee" in Cost-Plus-Incentive-Fee type Contracts, "base fee" in Cost-Plus-Award-Fee type Contracts, or "Fixed Fee" in Cost-Plus-Fixed-Fee type Contracts for Level of Effort type Contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this Contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this Contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid 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.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)

(Applicable to CLIN 9000, if and to the extent Options are exercised CLINs 9100 through 9400.)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

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(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of Text)

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

This entire Contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK (SOW)

C.1 BACKGROUND

(a) The Center for Surface Combat Systems' (CSCS) domain consists of the Command Staff located in Dahlgren, VA, CSCS Units, Sites, and Detachments worldwide. Training locations will also include Shipyards, Fleet Surface Ships and Forward Deployed Naval Forces (FDNF). The engineering analysis services in this acquisition consist of Systems Engineering and Training Analysis services in support of the following areas: Manpower and Personnel, Infrastructure Support, Functional Integration Management (FIM) Support, Training Management Support, Documentation Support, Training Systems Acquisition and Lifecycle Support and International Programs (IP) Support to the Japanese Maritime Self Defense Force, Spanish, South Korea, Norwegian, Australian, Singapore Foreign Military Sales and future IP Initiatives.

C.2 SCOPE

(a) The Contractor shall provide Systems Engineering and Training Analysis services to the Center for Surface Combat Systems (CSCS) in support of the following areas: Manpower and Personnel, Infrastructure Support, Functional Integration Management (FIM) Support, Training Management Support, Documentation Support, Training Systems Acquisition and Lifecycle Support and International Programs (IP) Support to the Japanese Maritime Self Defense Force, Spanish, South Korea, Norwegian, Australian, Singapore Foreign Military Sales and future IP Initiatives. The CSCS consists of the Command Staff located in Dahlgren, VA, CSCS Units and Detachments worldwide. At times CSCS and their various Commands may require additional support outside of "normal working hours" depending on the training analysis being conducted.

(b) Support shall be provided to the CSCS Command Staff, Units, and Detachments, associated support structures, Shipyards, Fleet Surface Ships and Forward Deployed Naval Forces (FDNF) and activities in support of CSCS mission execution. Contractor's workday while on-board ship shall not exceed 12 hours per person, per day.

- (1) CSCS Headquarters, Dahlgren, VA
- (2) AEGIS Training and Readiness Center, (which includes Training Support Detachment (TSD)), Dahlgren, VA
- (3) CSCS Unit, Dam Neck, VA
- (4) CSCS Detachment, Norfolk, VA
- (5) CSCS Detachment, East Norfolk, VA
- (6) CSCS Detachment, Wallops Island, VA
- (7) CSCS Detachment, San Diego, CA
- (8) CSCS Detachment, West San Diego, CA
- (9) Mine Warfare Training Center, San Diego, CA
- (10) Fleet Anti-Submarine Warfare (ASW) Training Center, San Diego, CA
- (11) CSCS Detachment, Mayport, FL
- (12) CSCS Unit, Great Lakes, IL
- (13) CSCS Detachment Pacific Northwest, Everett, WA
- (14) CSCS Detachment, Pearl Harbor, HI

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- (15) CSCS Detachment, Yokosuka, Japan
- (16) CSCS Site Rota, Spain
- (17) Naval Education and Training Command (NETC) Activities
- (18) United States Fleet Forces Command
- (19) Commander Pacific Fleet
- (20) Commander Naval Surface Forces Atlantic and Pacific
- (21) Missile Defense Agency
- (22) Naval Facilities Engineering Command (NAVFAC)
- (23) National Air and Space Intelligence Center
- (24) Office of the Chief of Naval Operations (OPNAV)

C.3 APPLICABLE DOCUMENTS

(a) The specifications, instructions, handbooks and other publications listed below are applicable to this order. Current editions are governing:

- (1) Department of Defense Handbook, MIL-HDBK-29612 Series
- (2) SECNAVINST 5030.8A: General Guidance for the Classification of Naval Vessels and Battleforce Ship Counting, Enclosure 1
- (3) OPNAVINST 1000.16 (Series) Navy Total Force Manpower Policies Procedures
- (4) OPNAVINST 11010.20H, Navy Facilities Projects OPNAVINST 1500.76 (Series) Naval Training Systems Requirements, Acquisition, and Management
- (5) OPNAVINST 1500.57C Surface and Expeditionary Warfare Training Strategy (SEWTS)
- (6) OPNAVINST 1500.47C, Navy Quota Management
- (7) OPNAVINST 11102.2A, Training System Installation and Transfer
- (8) OPNAVINST 3500.34G 15 May 2014 Personnel Qualification Standards (PQS) Program
- (9) NAVEDTRA 130 Series of Manuals
- (10) NAVEDTRA 140 Training Support Management Manual
- (11) NAVEDTRA 43100-3B October 2013, PQS Writers Guide
- (12) NETCINST 5200.3C Information Technology Configuration Control
- (13) CSCSINST 1510 Block Learning and Ready Relevant Learning Standard Operating Procedure
- (14) CSCSINST 5401.1 CSCS Management Handbook
- (15) CSCSINST 1500.2 Navy Training System Plan Processing Guidance
- (16) CSCSINST 8011.1B CSCS Arms, Ammunition, and Explosives (AA&E) Inventory Accuracy and Accountability

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- (17) CSCSINST 5100.1 CSCS General Safety, Electrical Safety, and Occupational Health Program
- (18) UFC 2-000-05N, Facility Planning for Navy and Marine Corps Shore Installations
- (19) NAVFAC MO322, Volume 1, Inspection of Shore Facilities, 1993
- (20) NAVFAC MO322, Volume 2, Inspection of Shore Facilities, 1993
- (21) COMNAVFORJAPANINST 5910.2A, Regional Space Management Program
- (22) COMNAVREGMIDLANTINST 11010.45B - REGIONAL SPACE ALLOCATION AND UTILIZATION
- (23) COMNAVREGSWINST 11010 1B, Project Approvals for Construction, Repair, Maintenance and/or Modification of Facilities
- (24) DoN Non-Construction Contracts Containing Construction Work Guide, AUG 2012
- (25) Defense Institute of Security Assistance Management (DISAM) Manual (<http://www.disam.dsca.mil/pubs/DR/greenbook.htm>)
- (26) Department of Defense Directive Number 4500.54E dated 28 December 2009

C.4 MANPOWER AND PERSONNEL SUPPORT

C.4.1 MANPOWER SUPPORT

- (a) The Contractor shall provide manpower analysis support.
- (b) The Contractor shall stay apprised of the provisions of various Navy directives governing manpower policies and procedures, and shall advise on the expected effect of revisions thereto and develop plans for implementation.
- (c) The Contractor shall perform continuing liaison with relevant training and technical specialists on the staff of CSCS, its units or its detachments.
- (d) The Contractor shall perform reviews and analysis of related Navy Training System Plans (NTSPs) for manpower requirements in support of training and will report analysis and recommendations to management.
- (e) The Contractor shall process data from Active Readiness Information System (ARIS), online Billet Change Request (BCR), the Total Force Manpower Management System (TFMMS), TFMMS Web Online, and Fleet Training Management Planning System (FLTMPS) to support the manpower requirements.
- (f) The Contractor shall create Enlisted Manning Inquiry Reports (EMIR). (CDRL A001)

C.4.1.1 MANPOWER AND MANNING STUDIES

- (a) The Contractor shall review and maintain accurate manning data contained in Officer Distribution Control Report (ODCRs) and Enlisted Distribution and Verification Reports (EDVRs).
- (b) The Contractor shall provide technical support during the conduct of manpower and manning studies, and in developing findings and recommendations for submission to management. Technical support shall include spreadsheet displays, graphic presentations and graphs as appropriate to support conclusions.
- (c) The Contractor shall draft correspondence and point papers to address Manpower and Manning issues.
- (d) The Contractor shall also develop billet summaries reflecting proposed changes for presentation to managers. (CDRLs A001 and A002)

C.4.1.2 ACTIVITY MANPOWER DOCUMENT (AMD)

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(a) The Contractor shall provide support for all CSCS AMDs. Such support shall include:

- (1) maintenance of TFMMS Web Online software and related technical documentation;
- (2) downloading, printing and distribution of revised AMDs/AMD segments to all authorized users;
- (3) continuing review of AMDs to identify changes in billet quality/quantity (QUAN/QUAL) and coding to accurately define current and projected manpower requirements;
- (4) preparation of TFFMS Web AMD change requests and associated correspondence;
- (5) maintenance of historical files of AMDs, AMD change requests, and associated correspondence. (CDRLs A001 and A002)

C.4.1.3 OVERSEAS CONTINGENCY OPERATIONS - INDIVIDUAL AUGMENTATION (OCO-IA)

- (a) The Contractor shall liaison with Naval Education and Training Command (NETC) and CSCS units and detachments to obtain nominations for OCO-IA requirements.
- (b) The Contractor shall staff and track NETC requests for OCO-IA nominations. The Contractor shall research and provide recommendations for nominations.
- (c) The Contractor shall be responsible for producing data-call reports on a weekly and monthly basis. (CDRL A001)

C.4.1.4 BILLET ASSIGNMENT DATA

- (a) The Contractor shall maintain databases to generate the Long Range Training and Replacement Plan (LORTARP) and other Manpower and Personnel management documents and reports.
- (b) The Contractor shall be responsible for maintaining billet assignment data and producing and distributing reports, review and analysis. (CDRL A001)

C.4.1.5 POSITION MAPPING

- (a) The Contractor shall create/maintain/update the Position Mapping database.
- (b) The Contractor shall provide support for data input and analysis of CSCS Domain's Position Mapping files.
- (c) The Contractor shall use Corporate Enterprise Training Activity Resource System (CeTARS) and AMD data to update Position Mapping files and instructions, analyze data, report data, and make recommendations for changes to manpower based on their findings.
- (d) The Contractor shall review, update, and incorporate changes from the position mapping file reviews into the AMD for each CSCS activity. (CDRLs A001 and A002)

C.5 INFRASTRUCTURE SUPPORT

C.5.1 TECHNICAL/ANALYSIS SUPPORT

- (a) The Contractor shall provide on-site technical/analysis support to the CSCS Infrastructure Readiness department.
- (b) The Contractor shall stay apprised of the provisions of various Navy directives governing infrastructure, facilities and Arms, Ammunition, and Explosive support (AA&E) policies and procedures, and shall advise on the expected effect of revisions.
- (c) The Contractor shall provide AA&E support to CSCS subordinate activities to include assessing organizations

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compliance of AA&E programs.

(d) The Contractor shall perform continuing liaison with relevant training and technical specialists on the staff of CSCS HQ and/or its learning sites and detachments.

(e) The Contractor shall provide quality assurance recommendations based on the review and evaluation of plans for facility and system changes and future growth.

(f) The Contractor shall review Government furnished documentation including: Global Shore Infrastructure Plans (GSIP), Regional Shore Infrastructure Plan (RSIP), Training Shore Infrastructure Plan (TSIP), NTSP, Training Project Plan (TPP), Element Interface Block Diagrams; Cable Block Diagrams; Equipment Layouts, support Equipment drawings, construction drawing changes, and any other document and or referenced to support Infrastructure planning to include identifying Electronic Classroom (ECR) requirements. Recommendations shall be for the purpose of ensuring technical validity, accuracy, and in support of CSCS's mission.

(g) The Contractor shall attend meetings and submit associated trip reports. (CDRLs A001 and A002)

C.5.2 Facility and Training Support Equipment

(a) The Contractor shall provide support on all facility training support equipment improvement projects throughout the CSCS domain. This includes all MILCON, Sustainment, Restoration, and/or Modernization projects. Review project's scope and impact to training with local NAVFAC/Learning Site SMEs.

(b) The Contractor shall maintain CSCS's Infrastructure/Facility information maintaining "as is" floor layout drawings, square footage, distribution of spaces, and training support equipment.

(c) The Contractor shall track project status and update information as it becomes available.

(d) Additionally, the Contractor shall provide support assessing the CSCS Learning Site facilities against pre-established check sheets.

(e) The Contractor shall provide support to the CSCS Facility assessment program.

(f) The Contractor shall attend meetings and submit associated trip reports as required. (CDRLs A001 and A002)

C.5.3 ARMS, AMMUNITION, AND EXPLOSIVE SUPPORT (AA&E)

(a) The Contractor shall provide Subject Matter Expert knowledge as it relates to all aspects of AA&E.

(b) The Contractor shall stay apprised of the provisions of various Navy directives governing AA&E policies and procedures, and shall advise on the expected effect of revisions thereto and develop plans for implementation within the CSCS training domain. The Contractor may be expected to travel to learning sites to assess AA&E posture, provide training to learning site staff, and develop plans on how to correct deficiencies.

(c) The Contractor shall attend meetings and provide reports and status as required. (CDRL A002)

C.6 FUNCTIONAL INTEGRATION MANAGEMENT (FIM) SYSTEMS ENGINEERING SUPPORT

C.6.1 CSCS AND PROGRAM EXECUTIVE OFFICE (PEO) SUPPORT

C.6.1.1 DESIGN ANALYSIS

(a) The Contractor shall utilize Government Furnished Information (GFI) as appropriate; to perform preliminary and detailed design analysis of the CSCS training system configuration. This effort will involve identifying new equipment, interface and through-put requirements resulting from baseline changes to the Surface Navy Combat Systems and ship platforms; determining the most cost-effective implementation of the change; and monitoring design and installation by activation Contractor to ensure compliance with the requirement. (CDRL A001)

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C.6.1.2 TECHNICAL REPRESENTATION

- (a) The Contractor shall support the AEGIS Baseline Core Certification Team by being proficient with the AEGIS Weapon System (AWS)/AEGIS Combat System (ACS) certification process and knowledgeable of the systems being certified.
- (b) The Contractor shall perform a continuous assessment of the certification criteria based on the metrics and artifacts provided by the Government-Contractor team.
- (c) The Contractor shall provide direct engineering support to the Navy Review Team by analyzing and evaluating design agent artifacts.
- (d) The Contractor shall attend meetings, symposiums and reviews to include: Training Conferences, Systems Commands (SYSCOMs) Program Reviews, AEGIS Baseline meetings, and Design Reviews at the Lifetime Support Engineering Agents (LSEA), In-Service Engineering Agent (ISEA), and Combat Systems Engineering Agent (CSEA) sites in order to stay current with changes to the ACS and AWS.
- (e) The Contractor shall attend meetings to keep current on progress and changes in the following: Cooperative Engagement Capability (CEC), Fleet Readiness, Ballistic Missile Defense (BMD), Ship Self Defense System (SSDS), Guided Missile Destroyer (DDG) 1000, Littoral Combat Ship (LCS), AN/SQQ-89 (Naval Anti-Submarine Warfare System), Tomahawk Land Attack Missile (TLAM), Navy Combat Systems Navigation (NAV) and Interior Communications (IC). (CDRL A002)

C.6.1.3 TECHNICAL EVALUATION

- (a) The Contractor shall evaluate changes (i.e. design enhancements, ordnance and ship alterations, field changes, and computer program changes) to current and future shipboard configurations, hardware, and software and analyze their effects on training, CSCS configurations, facility support systems, training support systems, training equipment (both emulators and simulators), and service needs.
- (b) The Contractor shall maintain liaison with the Training Readiness Directorate, and attend meetings to ensure that the Training Directorate has an input into decisions regarding the installation and activation of new tactical equipment.
- (c) The Contractor shall provide appropriate recommendations to the CSCS. (CDRL A001)

C.6.1.4 HUMAN SYSTEMS INTEGRATION (HSI)

- (a) The Contractor shall provide technical support in the creation of prototypes (and processes that support prototyping) of new developments for HSI for Navy combat tactical and training systems. Specific tasking includes: Combat Information Center (CIC) arrangement designs, mission display systems, BMD, database utilization, and Help Engines. (CDRL A001)

C.6.1.5 ENGINEERING SERVICES

- (a) The Contractor shall provide engineering services for both Combat System Computer Program integration and consolidation and all future AEGIS Baselines. This includes support for Battle Force Tactical Training (BFTT), AEGIS Combat Training System (ACTS), Advance Training Domain (ATD), Total Ship Training Capability (TSTC), and Synthetic Theatre of War Local Area Networks (LANs) for shipboard installation and TSIPs.
- (b) The Contractor shall provide support for meetings, symposiums, and reviews with respect to the new tasking specified in this paragraph.
- (c) The Contractor shall submit Training and Systems Engineering data. (CDRL A002)

C.6.2 FLEET AND JOINT OPERATIONS TRAINING SUPPORT

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C.6.2.1 FLEET EXERCISE SUPPORT

(a) The Contractor shall review training materials and equipment and recommend technical corrections and improvements.

(b) The Contractor shall review classroom/underway curricula including a review to ensure latest doctrine are included, thorough, and to ensure doctrine meets current requirements.

(c) The Contractor shall develop input to Tactics, Techniques and Procedures (TTP) for Combat Systems, Cruise Missiles, Cruise Missile Program (CMP) and Command, Control, Communications, Computer and Intelligence (C4I) systems. (CDRL A001)

C.6.2.2 ARCHITECTURE ANALYSIS

(a) The Contractor shall support the development and implementation of coordinated synthetic architecture. The Contractor shall support the establishment of a more integrated means of resource coordination among the Fleet, formal training organizations and Office of the Chief of Naval Operations (OPNAV). (CDRL A001)

C.6.2.3 TRAINING ANALYSIS

(a) The Contractor shall provide analysis of Fleet and Joint operations through observation, research of lessons learned data bases and record message traffic, attendance at Post Deployment meetings and debriefings to determine the shortfalls in Navy and Joint training.

(b) The Contractor shall support with the identification of joint training opportunities within the Navy's national Inter-Deployment Training Cycle (IDTC) for inclusion in Joint Network Transport Capability (JNTC) training events, without compromising essential Navy core training requirements. (CDRL A001)

C.6.2.4 MODELING AND SIMULATION (M&S) INTEGRATION

(a) The Contractor shall provide engineering technical support to develop and implement the architecture to successfully integrate M&S systems with Strike Group/Expeditionary Strike Group C4I and combat systems in order to conduct Fleet Synthetic Training (FST) and other training in which M&S systems could support.

(b) The Contractor shall review metrics and develop updates to demonstrate the benefits of modeling and simulation in the training environment as used during the IDTC for intermediate and advanced phase training. (CDRL A001)

C.6.3 JOINT DATA NETWORK (JDN) AND TACTICAL EXPLOITATION OF NATIONAL CAPABILITIES (TENCAP) SUPPORT

C.6.3.1 SYSTEM ENGINEERING AND ANALYSIS

(a) The Contractor shall support the evaluation and analysis of JDN and TENCAP systems developed by the National Intelligence Community and other Government agencies that may be utilized onboard surface combatants. These systems may include exploitation systems such as the Naval Fires Network and associated capabilities.

(b) The Contractor shall support the Government in articulating JDN and TENCAP requirements from war fighting and training perspective to the National Intelligence Community and other acquisition entities. This support will be limited to Top Secret (TS)/Sensitive Compartmented Information (SCI) classification and compartmentation levels. (CDRL A001)

C.6.3.2 LECTURE SUPPORT

(a) As scheduled by the Government, the Contractor shall provide Intelligence briefings and intelligence support on a recurring basis for Prospective Commanding Officer/Executive Officer (PCO/PXO), Combat Systems Officer

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(CSO), Ballistic Missile Defense (BMD) and Warfare Tactics Instructor (WTI) students and AEGIS Training and Readiness Center (ATRC) staff. Intelligence support shall include maintaining the most up to date intelligence available about specified Integrated Air and Missile Defense (IAMD) threats and capabilities while maintaining contacts with Office of Naval Intelligence (ONI), National Air and Space Intelligence Center (NASIC), Missile and Space Intelligence Center (MSIC), Naval Surface Warfighting Development Center (NSWDC), Missile Defense Agency (MDA), National Reconnaissance Office (NRO) and Naval Surface Warfare Center Dahlgren Division (NSWCDD). A portion of the lecture will also be dedicated to discussing future National Technologies and TENCAP systems that may be employed to future surface combatants. Lectures shall be developed using existing materials from resources in the Operational Support Office, Space Applications Office, and other Government entities as appropriate. Lectures will be conducted in a Government provided Sensitive Compartmented Information Facility (SCIF) and will be limited to TS/SCI classification and compartmentation levels. (CDRL A001)

C.7 TRAINING MANAGEMENT SUPPORT

C.7.1 LEARNING STANDARDS OFFICE (LSO) TRAINING SUPPORT

- (a) The Contractor shall, utilizing Government Furnished Materials (GFM), perform training analysis of existing and proposed courses and/or revisions thereto. These course revisions are the result of ordnance alterations, ship alterations, and field changes, as well as AEGIS Baseline upgrades to forward fit and backfit ships.
- (b) The Contractor shall conduct analysis to ensure compliance with existing guidance, and shall provide technical support in the ongoing development of specifications, personnel performance profiles, technical performance standards including assessments, and fault isolation procedures. (CDRL A001)

C.7.2 TRAINING MANAGEMENT TECHNICAL SUPPORT

- (a) The Contractor shall provide technical support for training resource requirements development, manpower determinations, and determination of training requirements and development of course plans and schedules.
- (b) The Contractor shall provide analysis of the Navy Occupational Standard (NOS) Matrix and provide recommendations.
- (c) The Contractor shall attend meetings and submit minutes/trip reports. (CDRL A002)

C.7.3 TRAINING MANAGEMENT DATABASE SUPPORT

- (a) The Contractor shall access CeTARS and Standard Training Activity Support System (STASS) files, review files, analyze data, report data, and make recommendations for changes to course schedules based on their findings.
- (b) The Contractor shall provide support that will ensure Navy Training Management Databases are current by reviewing, updating, performing Quality Assurance, and establish or delete Course Identification Number (CIN), Course Data Processing (CDP) Code, and Catalog of Navy Training Courses (CANTRAC) entries. The Contractor shall provide weekly, monthly and quarterly reports utilizing CeTARS. The Contractor shall input yearly class schedules in CeTARS.
- (c) The Contractor shall provide CeTARS training as required to CSCS.
- (d) The Contractor shall maintain the test bank for all courseware utilizing an approved Naval Education Training Command software program such as Question Mark Perception and validate the course test plans and provide training on such programs at the CSCS Waterfront Detachments.
- (e) The Contractor shall provide test item analysis of courses taught at CSCS. (CDRL A001)

C.7.4 TECHNICAL DOCUMENTS MANAGEMENT SUPPORT

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- (a) The Contractor shall provide technical support in the on-going development of Resource Requirements Lists (RRLs) for the CSCS.
- (b) The Contractor shall prepare a distribution profile for each RRL developed.
- (c) The Contractor will verify the ECR LAN webpages are up to date with all approved RRLs.
- (d) The Contractor shall analyze course RRLs, CSCS Training Schedules, CSCS Technical Manual Reviews (NTSPs, TSIPs, and Training Planning Process Methodology (TRPPM)), Navy Enlisted Occupational Classification System (NEOCS) and Baseline Technical Manual requirements for all Surface Combatants, and ship homeport locations by baseline or platform. (CDRL A001)

C.7.5 PROGRAM OBJECTIVE MEMORANDUM (POM) ISSUE PAPERS

- (a) The Contractor shall support the yearly POM Student Input Plan/Demand Signal Planning conference and the Feasibility Study.
- (b) The Contractor shall support the data collection, analysis and preparation of POM issue papers and briefing material to identify and prioritize billets, training devices and facility requirements and set forth justification for their funding.
- (c) The Contractor shall conduct liaison with the Manpower Claimant, NETC, OPNAV N12/N10, N95, N96, N2N6, Program Manager Office of Surface Training Systems (PMS 339) and the respective Program Offices on matters relating to CSCS' ability to execute its mission, in the areas of Manpower and Personnel accounts. Such matters include issues relating to policy and procedures, pending AMD changes, Future Year Defense Plan (FYDP)/End Strength allocation and controls, QUAN/QUAL imbalances, and manning of CSCS and subordinate activities. (CDRL A001)

C.7.6 NAVY KNOWLEDGE ONLINE (NKO)

- (a) The Contractor shall provide support in the identification of curriculum for posting to NKO CSCS Community of Practice and defining the usability for each piece of curricula.
- (b) The Contractor shall maintain liaison with the CSCS Training Directorate, and attend meetings to ensure that the Technical Support Directorate has an input into decisions regarding the distribution of curriculum for publishing to NKO.
- (c) The Contractor shall support as liaison by attending and participating in the staff and planning meetings.
- (d) The Contractor shall support training at the CSCS detachments on the use of NKO and implementation of the NKO Community of Practice (COP). (CDRL A002)

C.7.7 APPRENTICE TECHNICAL TRAINING (ATT) SUPPORT

- (a) The Contractor shall support five ATT centers (Great Lakes, Pensacola, Groton, Kings Bay, and San Diego). The Contractor shall:
 - (1) Consult with and advise various ATT directors and site database administrators, throughout the NETC domain, regarding all program changes and technical issues associated with ATT and the Nida training database.
 - (2) Provide 24/7 assistance through on-site and remote support methods.
 - (3) Provide management and maintenance of the Structured Query Language (SQL) database and curriculum for over 20 U.S. Navy ratings.
 - (4) Review content modification requests for changes to lessons and exams for all associated ratings.
 - (5) Manage the ATT test question banks, creating all required examinations, and providing randomization of tests

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to maintain integrity and security of testing between courses and students.

- (6) Write database queries to retrieve information and create statistical reports and analyses, including but not limited to throughput, time to train, student grades, and test item analysis.
- (7) Create and/or modify web-based reports.
- (8) Assist Information Technology (IT) technicians in performing server and system (including network and PC workstations) maintenance, configuration changes, and troubleshooting.
- (9) Function as the on-site ATT database subject matter expert, performing software updates and patches to ensure continuous training capability.

C.8 DOCUMENTATION SUPPORT

C.8.1 PERSONNEL QUALIFICATION STANDARDS (PQS) SUPPORT

- (a) The Contractor shall develop preliminary PQS/Job Qualification Requirements (JQR) for systems with watch station requirements for use and review by the Fleet.
- (b) The Contractor shall support the Government in validating PQS/JQRs prior to Fleet delivery.
- (c) The Contractor shall deliver associated technical publications and/or operators' manual(s) if newly developed or unique to the system, if used as a reference or for the development of the PQS/JQR. (CDRLs A001 and A002)

C.8.2 NON RESIDENT TRAINING COURSES (NRTC) SUPPORT

- (a) The Contractor shall develop NRTC/Rate Training Manuals (RTM) for use and review by the Fleet.
- (b) The Contractor shall support the Government in validating NRTCs/RTMs prior to Fleet delivery.
- (c) The Contractor shall deliver associated technical publications and/or references if newly developed or unique to the course/manual.
- (d) The Contractor will also provide questions and an answer key for the NRTC/RTM chapters/lessons. (CDRLs A001 and A002)

C.9 TRAINING SYSTEMS ACQUISITION AND LIFECYCLE SUPPORT

C.9.1 ACQUISITION SUPPORT

- (a) The Contractor shall support the acquisition and development of new training systems by supporting the development of Training Requirements Documents (TRD).
- (b) The Contractor shall support the Requirements Analysis Working Groups (RAWGs) by analyzing and making recommendations for future training systems and shall support the development and review of System Performance Specifications (SPS) for new Navy Combat Systems training systems.
- (c) The Contractor shall participate in Training System Integrated Product Teams and develop briefings for new training systems.
- (d) The Contractor shall support the Government at In-Process Reviews of new training systems and in transitioning the training system to a Ready for Training State. (CDRLs A001 and A002)

C.9.2 LIFECYCLE SUPPORT

- (a) The Contractor shall provide support on lifecycle management of all training systems throughout the CSCS domain. This includes all simulations, emulations, training devices, technical training equipment, stimulations

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training devices and part task trainers in Sustainment, Procurement and/or an Upgrade/Refresh projects.

(b) The Contractor shall support the Government in maintaining training system inventories.

(c) The Contractor shall track training system status and update information as it becomes available and/or as required.

(d) Additionally, the Contractor shall provide support assessing the CSCS Learning Site simulations, emulations, training devices, technical training equipment, stimulations training devices and part task trainers against pre-established check sheets as part of the CSCS Training Activity Assessment Program (TAAP).

(e) The Contractor shall review NTSP, TSIP, TPP, and other required documents to identify Training Systems requirements and propose recommendations for change. (CDRLS A001 and A002)

C.10 INTERNATIONAL PROGRAMS (IP) SUPPORT

C.10.1 TECHNICAL AND PROGRAM REVIEW SUPPORT

(a) The Contractor shall provide support to facilitate the integration of Foreign Military Students in support of IP initiatives.

(b) The Contractor shall participate in IP Integrated Logistic Support meetings, symposiums and reviews to keep current and provide comments on progress and changes in the following: Fleet Readiness, BMD, US Navy systems, equipment, and related logistics impacts on IP training.

(c) The Contractor shall participate in the creation, presentation, and dry runs of all IP Training meetings and briefs; Management Group Meetings (MGM); Interface Working Groups (IWG); Program Reviews and other management meetings impacted by training issues.

(d) The Contractor shall be responsible for completing action items resulting from technical review meetings and for creating report out briefs and action items resulting from Government to Government meetings.

(e) In addition, the Contractor shall provide IP support by tracking training program action items; integrated master schedules; training product Feedback website usability and other databases.

(f) The Contractor shall provide recommendations to resolve technical and programmatic issues for CSCS IP. (CDRL A002)

C.10.2 RELEASABILITY AND DISCLOSURE ANALYSIS

(a) The Contractor shall support the CSCS in all releasability and disclosure considerations as IP tactical program, training materials, and training tools are introduced to the International customer configuration. This shall include initial crew training and related releasability studies supporting future integration of all Foreign Military Students at CSCS locations.

(b) The Contractor shall support CSCS in the review of curriculum and training materials used to support IP training efforts in accordance with the DoN and CSCS Standards. This includes data collection, analysis and completing releasability/disclosure documentation. (CDRL A001)

C.10.3 RELEASABILITY AND DISCLOSURE TRAINING

(a) The Contractor shall support the CSCS in the development and presentation of releasability/disclosure training in support of PEO security objectives and requirements. This includes curriculum materials, development of specialized briefs and conducting specialized briefs in support of CSCS and the fleet.

(b) The Contractor shall review, update, and populate Navy International Program Office (IPO) Foreign Military Training website with foreign military course material. Review, update, and perform Quality Assurance for these courses. (CDRLs A001 and A002)

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C.10.4 TRAINING AND EDUCATION PROGRAM SUPPORT

- (a) The Contractor shall provide engineering analysis in support of training requirements development, testing and documentation.
- (b) The Contractor shall conduct Training and Education studies in support of training technology interventions. (CDRL A001)

C.11 MONTHLY PROGRESS REPORTS

- (a) The Contractor shall provide a Monthly Progress Report (CDRL A003) to include management performance. This report shall reflect Prime and Sub-contractor data, if applicable, at the same level of detail. The progress report shall include:
- (1) A listing of all Personnel that possess a Common Access Card (CAC) to include: name, location, company, email address and work area (WA) supporting.
 - (2) Organizational Chart naming all personnel (including management support) that are supporting tasking under the Task Order. Task leaders shall be identified. Both administrative and technical personnel shall be shown.
 - (3) A Cost Analysis consisting of the WA title, actual cost incurred to date, fee, estimate cost to completion and total cost to complete for each WA. Total funding, amount expended and remaining funds for each WA shall also be included.
 - (4) A Labor Analysis consisting of the WA title, actual man hour expenditure, estimate of man-hours to completion, a summation of actual and estimated hours and Full Time Equivalent (FTE) man hours for each WA. This shall also be totaled at the CLIN level.
 - (5) An accounting classification reference number (ACRN) Analysis consisting of ACRN, CLIN, amount funded per mod, total funded, amount invoiced, invoiced to date per ACRN, remaining funding and percentage invoiced. Include a comparison with total amount invoiced for the corresponding period per CLIN and explanation for any difference (other than rounding).

C.12 SEMI-ANNUAL IN-PROGRESS REVIEWS (IPRs)

- (a) The Contractor shall prepare and conduct an IPR 90 days after Contract award and every 180 days thereafter, to be held at a location mutually agreed upon by the Contractor and the Contracting Officer Representative (COR).
- (b) One week in advance of the IPR, the Contractor shall submit an IPR agenda (CDRL A004) and a copy of the data to be presented at the IPR (CDRL A005) which shall address the status of action items from the previous IPR, pertinent issues and a financial analysis. All information presented shall be up-to-date as of the final agreed upon agenda. Emergent/future interest items and meetings shall be discussed during the IPR.
- (c) The Contractor shall submit meeting minutes, including the list of attendees and action items no later than 5 working days after the IPR. (CDRL A002)

C.13 PLAN OF ACTION AND MILESTONES (POA&M)

- (a) The Contractor shall develop a POA&M for each WA. The POA&M shall be signed by the Contractor, Government Subject Matter Expert (SME), CSCS Comptroller, and the Government Contracting Officer. The signed POA&M shall be provided electronically to the COR, ACOR, CSCS Comptroller and the appropriate Government SME after Task Order Performance Start, Exercise of Option or modification which affect the Level of Effort (LOE) or Dollar Ceilings. While Contractor format is acceptable, with the COR's approval, the following information shall appear, at a minimum, on each POA&M: (CDRL A006)
- (1) Date POA&M submitted

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- (2) WA (and Number when applicable)
- (3) Task Order number
- (4) POA&M's performance period
- (5) Contractor interfaces (Program Manager, WA Manager)
- (6) Government interfaces (COR, ACOR, SME)
- (7) Work summary/description
- (8) Schedule of events proposed/planned to accomplish task
- (9) List of planned deliverables and their due dates
- (10) Estimated LOE required to perform for the period
- (11) Schedules/plans for obtaining additional personnel if applicable
- (12) Identification of Sub-contractor(s) as appropriate
- (13) Estimated cost (including fee) for all labor (including management and support) and ODCs, with travel details

C.14 GOVERNMENT PROVIDED SPACE

(a) Specific CSCS workspaces are to be made available to the Contractor and additional spaces may be specified at the POA&M level. At time of Task Order award, the following Government spaces (shareable desk and shareable NMCI assets) in the table below are planned to be made available.

GOVERNMENT FURNISHED OFFICE SPACE				
GOVT LOCATION	GOVT BLDG	RM	LABOR CATEGORY	# OF OCCUPANTS
Dahlgren, VA	CSCS Bldg. 1520	TBD	Manpower/Manning Analyst (2), Senior Systems Analyst (1), Training Systems Specialist (5), Learning Standards Specialist (3), Systems Analyst (1), Systems Engineer (3)	15
Wallops Island, VA	CSCS Detachment, Bldg. R30	TBD	Laboratory Scheduler	1
Great Lake, IL	CSCS Unit Great Lakes, IL Bldg. 616	TBD	Data Analyst	1

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Dam Neck, VA	CSCS Unit Dam Neck, VA Bldg. 586	TBD	Data Analyst	1
Naval Surface Force Atlantic	Naval Station Norfolk, Norfolk, VA Bldg. D-29	TBD	Data Analyst	1
SWOSCOLCOM N9	SWOS, Newport, RI, Bldg. 446	TBD	Data Analyst	1
CSEDS	Moorestown, NJ, Bldg. 124	TBD	Systems Engineer	1
COMNAVSURFOR N7	Naval Station San Diego, San Diego, CA Bldg. 11	TBD	Data Analyst	1
			TOTAL ON-SITE	22

C.15 MANDATORY REQUIREMENTS

(a) The mandatory requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

Requirement 1: Facility Location - The Offeror's primary work facility shall be within within 60 miles of the CSCS Headquarters, Dahlgren, VA.

Requirement 2: Facility Security Clearance – The Offeror’s primary facility supporting this acquisition must be cleared at the TOP SECRET level. The level of safeguarding required must be SECRET.

Requirement 3: Personnel Security Clearances - All key personnel must be cleared to the SECRET level, at the time of proposal submission, with the following exceptions: **One (1) key Sr. Systems Engineer** and one **key Sr. Systems Analyst** providing .5 of a man year must be cleared at the TOP SECRET/SCI level. Key and non-key personnel who require access to CSCS facilities shall possess a SECRET or higher level security clearance. Interim clearances are not acceptable.

C.16 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.

(b) 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.

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

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(d) 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.17 APPLICABLE DOCUMENTS, GOVERNMENT FURNISHED INFORMATION (GFI)

(a) The Government will make available upon Contractor’s request, references to all necessary technical publications to be utilized in the performance of the Task Order as Government Furnished Information (GFI). The Contractor shall ensure the GFI being used or referenced in the performance of this Task Order is the latest version in effect.

(b) The Government shall make available technical manuals, technical schematics, systems drawings, platform drawings, and environmental test results in their possession, to be utilized as GFI in the performance of this Task Order.

C.18 GOVERNMENT FURNISHED MATERIAL (GFM)

(a) The Contractor shall be provided consumable Government Furnished Material (GFM) when these materials are not purchased using an ODC Material Purchase Order (PO) by the Contractor. GFM will be issued to the Contractor as taskings demand.

(b) The Contractor shall maintain a GFM Inventory/Usage Log issued to them.

(c) The GFM Inventory/Usage Log shall identify: item description (noun name), NSN, part number, unit, quantity on hand, unit cost, total cost, location, date last issued, date inventoried, high and low quantity on hand levels.

(d) The specific format will be addressed at the Task Order Kick-Off meeting.

(e) The specific format shall be pre-approved by the COR and Contracting Officer.

C.19 OTHER DIRECT COSTS (ODC)

C.19.1 TRAVEL

(a) The Contractor shall travel in performance of this Task Order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR via the specific work area Program Manager.

(b) All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and HQ B-2-0020 Travel Costs - Alt 1, and shall be pre-approved by the COR. All travel requests shall be submitted to the specific work area Subject Matter Expert (SME), in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual costs expected. For local travel also known as day travel, the travel itinerary will include “reasonable cost” wherever possible based on the start time of the scheduled event being supported. The Contractor is not authorized to perform any travel that is not in conjunction with this Task Order. The Contractor shall document in a trip report, actions performed during travel along with reconciling the travel.

(c) The specific format will be addressed at the Task Order Kick-Off meeting.

(d) The specific format shall be pre-approved by the COR and Contracting Officer.

(e) Contractor personnel shall travel to other sites both CONUS and OCONUS (requiring passports) to support

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program activities. Travel to these destinations may be required during each year of performance over the life of the Task Order. It is the responsibility of the Contractor to ensure personnel maintain passports current and effective for the Contract's total Period of Performance at no cost to the Government. OCONUS travel requiring passports shall be anticipated in the performance of Section(s) C.5, C.6, and C.10.

C.19.2 MATERIALS

(a) During the performance of this Task Order it may be necessary for the Contractor to procure materials to respond to the mission requirements listed in the Statement of Work. This Task Order is issued under 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. The term "material" includes supplies, parts, equipment, and hardware. Any material provided by the Contractor is subject to the requirements of the FAR, DFARS, and the applicable Department of Navy regulations and instructions. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

(b) The materials shall be the only materials approved for purchase under this Task Order. The numbers of and types of material purchases shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR via the specific work area Program Manager. If the Contractor operates a DCMA-approved purchasing system, individual item purchases less than \$10,000.00 shall be approved by the COR. Equal to or over \$10,000.00 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 an approved purchasing system, individual item purchases less than \$3,000.00 shall be approved by the COR. Equal to or over \$3,000.00 shall not be executed until the COR reviews the requested purchase and approval is obtained from the PCO. No purchases of any amount shall be executed by a Sub-contractor if they do not have a DCAA-approved accounting system.

C.20 SECURITY

(a) All Key personnel are required to possess a SECRET clearance with the exception of one Key Sr. Systems Engineer and one Key Sr. Systems Analyst providing .5 of a man year must be cleared at the TOP SECRET/SCI level. All Key and On-Key personnel requiring access to CSCS must possess at least a Secret Clearance based on a National Agency Check (NACLC) completed within the last ten (10) years. Contractor must comply with guidelines specified on the DD254. An interim clearance is not acceptable. Access to classified spaces and material and generation of classified material shall be in accordance with the DD Form 254 and the NISPOM.

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

(c) Facility Clearance: The Contractor shall possess and maintain a TOP SECRET facility clearance as verified within the Industrial Security Facility Database.

(d) Physical Security: The Contractor shall be responsible for safeguarding all Government information or property provided for Contractor use. At the end of each work period, Government information, facilities, equipment and materials shall be secured as specified by the NISPOM. SECRET storage is required at the Contractor's facility in order to meet requirements of receiving and generating classified material in accordance with this Contract.

(e) Electronic Spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWDCDD/CSCS 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

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for ES remediation will be charged to the Contractor.

(f) CSCS 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. CSCS Security will identify the Contractor facility and Contract number associated with all electronic spillages during the investigation that involve Contractor support. CSCS Security will notify the Contracts Division with the Contractor facility name and Contract number, incident specifics and associated costs for clean-up. The Contracting Officer will be responsible to work with the Contractor 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.

(g) Operations Security (OPSEC): All Contractors (including Sub-contractors) shall supplement their current security practices by requiring any personnel involved in executing this Contract to complete Government-sponsored and administered Operations Security (OPSEC) training. In addition, all Contractors should be aware of the Critical Information List (CIL) for the department they are supporting as well as the OPSEC plan for CSCS. Upon Contract award, all identified Contractors (including Sub-contractors) shall sign a Contractor's conformance statement and submit it to the NSWCDD COR named in Block 13 of the attached DD-254 thereby acknowledging that they will meet the requirements of this Contract. The COR shall contact their Department Training Coordinator to schedule key employees to attend the Government-sponsored and required CSCS OPSEC training. The Contractor must immediately notify the Government upon the discovery of any nonconformance with the OPSEC Plan.

C.20.1 PORTABLE ELECTRONIC DEVICES (PEDS)

(a) Non-Government and/or personally owned portable electronic devices (PEDs) are prohibited in all CSCS buildings. The Contractor shall ensure the onsite personnel remain compliant with this PED policy. CSCS 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. PED's 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 dish drives, and floppy diskettes.

(b) PED's belonging to an external organization shall not be connected to CSCS networks or infrastructure without prior approval from the CSCS Information Assurance and Compliance Authority.

(c) Personally owned hardware or software shall not be connected or introduced to any CSCS hardware, network or information system infrastructure.

C.20.2 VISITS BY FOREIGN NATIONALS AND FOREIGN REPRESENTATIVES

(a) Contract performance may require that the Contractor support/host 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.

(b) 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) 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

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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).

(d) The Contractor supporting/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 National Security Information (NSI) to foreign nationals and/or foreign representatives. Disclosure of such information may be accomplished orally, visually, in writing, or by any other medium.

(e) National Security Information (NSI). 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.

(f) 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.

(g) The Center for Surface Combat Systems' (CSCS) Foreign National Visitor and Foreign Disclosure Application process. The CSCS 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 CSCS 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 NSI or CUI, a completed "CSCS Foreign National Visitor and Foreign Disclosure Application" must be supplied to the Contractor's Facility Security Officer (FSO). The accountable CSCS personnel attending the meeting must ensure that the CSCS disclosure process has been complied with and an approved copy of the "CSCS Foreign National Visitor and Foreign Disclosure Application" has been provided to the COR and the Contractor's FSO. The Contractor's FSO should ensure that approved copies are maintained at their facility as a record of compliance with requirements set forth in the National Industrial Security Program Operating Manual (NISPO) as well as the requirements set forth above.

C.21 ON-SITE ENVIRONMENTAL AWARENESS

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

(b) The Contractor shall ensure that each Contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCDD Environmental Awareness Training (EAT) within 30 days of commencing Contract performance and annually thereafter as directed by their NSWCDD training coordinator or their COR.

(c) The Contractor shall ensure that each Contractor employee not required to complete the training described in Section C.18(b) (i.e., those who do not have and will not be issued a CAC) reads the NSWCDD 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 NSWCDD website, https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office.

(d) Within 30 days of commencing Contract performance, the Contractor shall certify by e-mail to their COR that the requirements captured by Sections C.18(b) and C.18(c) above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—(b) or (c) above--each employee has satisfied.

(e) Contractor copies of the records generated by the actions described in Sections C.18(b) and C.18(c) will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

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C.22 ON-SITE SAFETY REQUIREMENTS

- (a) 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.
- (b) 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 NSWCDD. This document is available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html.
- (c) 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.
- (d) 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.
- (e) Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision)[provided upon request]. Prior to bringing radioactive materials or machine sources on base, the Contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.
- (f) The Contractor shall ensure that all hazardous materials (hazmat) procured for NSWCDD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCDD 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/.
- (g) 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.
- (h) 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.
- (i) The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.
- (j) The Contractor shall ensure that all on-site Contractor work at NSWCDD is in accordance with the NSWCDDINST 5100.1D Occupational Safety and Health Instruction, available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html.

C.23 SKILLS AND TRAINING

- (a) The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications as specified in Sections H.2 and H.3, 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. Any training necessary to ensure that personnel performing under this Contract 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.
- (b) The Contractor shall maintain all licenses/certifications for operating Government vehicles (car, truck, van,

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forklift, and/or man-lift) both on-site at NSWC, Dahlgren Division and off-site in the performance of duties associated with the tasking of this Contract, throughout the performance of this Task Order. The license(s)/certification(s) shall be obtained and maintained at the Contractor's expense.

(c) The Contractor shall complete all Mandatory Training as prescribed by the Government for General, Safety, EMS, etc. topics. These training requirements are accessed through Government, web based training (WBT), classroom training, or combination of both.

(d) The Contractor shall maintain a monthly running Mandatory Training Completion Log and Mandatory Training Access Log, from the Contract start date through Contract end date.

C.24 SHIPBOARD PROTOCOL

(a) This tasking may involve platform engineering and fleet support onboard ship. As such, the Offeror is reminded of his responsibility to assure that shipboard protocol is stringently followed. Specifically, 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 a minimum, a current Secret Security Clearance; if not led by a Government representative the Contractor is responsible for briefing the ship/command upon arrival; and the Contractor is responsible for debriefing the ship/command upon departure to include operational status of the equipment.

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

(c) All assigned personnel must possess at least at a minimum a current SECRET Security Clearance.

(d) All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy and procedures.

(e) Alarms - actual or drill shall be reported and procedures appropriately adhered to.

(f) Safety - hardhats, tag-outs, safety shoes, goggles, safety harnesses, etc., as appropriate shall be utilized.

(g) Some shipboard tasking may require ascending and descending vertical ladders to and from the highest points of the ship both pier side and underway.

(h) Must be able stand; walk; climb stairs; balance; stoop; kneel; crouch or crawl around and lift a maximum of 50 lbs (single person) in the test environment.

(i) HAZMAT must be used safely according to local standard operating procedures (SOPs).

(j) The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

(k) The designated team lead shall, upon final departure, debrief the Commanding Officer or his/her designated representative as to the success of the tasking and the operational condition of affected equipment.

(l) The Contractor shall comply with COMUSFLTFORCOM/COMPACFLT INSTRUCTION 6320.3A regarding the medical and dental screening of all personnel that may embark aboard any U.S. Navy vessel.

(m) The Contractor shall ensure that repair and maintenance employees working aboard vessels, dry docks and piers shall have a valid 10 hour OSHA Maritime Shipyard Employment Course #7615 completion card within 60 days of employment.

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C.25 NON-DISCLOSURE AGREEMENTS (NDAs)

(a) NDAs may be utilized to allow for access to company sensitive/proprietary data. For tasks requiring NDAs the Contractor shall obtain appropriate agreements for all of their employees that are associated with the task requiring such an agreement.

(b) The labor categories listed in Section H may be required to sign non-disclosure statements as applicable to specific tasking. The COR will notify the Contractor that will need to sign the NDAs. The signed NDAs shall be executed prior to accessing data or providing support for information that is considered business or program sensitive and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR and the Contract Specialist for endorsement and retention.

C.26 CONTROL OF CONTRACTOR PERSONNEL

(a) The Contractor shall comply with the requirements of NAVSEA, NSWCDD, CSCS 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.27 IDENTIFICATION BADGES

(a) The Contractor shall be required to obtain identification badges from the Government for all Contractor personnel to be located on Government property. The identification badge 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 and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the appropriate Security Office within 48 hours following completion of the Task Order, relocation, reassignment, or termination of an employee, and upon request by the Procuring Contracting Officer.

C.28 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE

(a) 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.29 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 Task Order. This includes, but is not limited to computers, software, networks, certificates, and network addresses. Contractor Use of NSWCDD or CSCS IS Resources In the event that the Contractor is required to have access to NSWCDD or CSCS 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. If this Task

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Order requires that the Contractor be granted access and use of NSWCDD or CSCS IS resources (at any site), the IS shall be accredited for Contractor use in accordance with procedures specified by the Information Assurance Office. Connections between NSWCDD or CSCS 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 NSWCDD or CSCS, such interconnection shall take place only after approval from the NSWCDD or CSCS 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 will be made outside the appropriate NSWCDD or CSCS firewall.

C.30 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

(a) Work under this Task Order 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 performance 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 Task Order must sign a privacy act certification.

C.31 NON-PERSONAL SERVICES/ INHERENTLY GOVERNMENTAL FUNCTIONS

(a) The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. 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 Procuring Contracting Officer immediately.

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

C.32 POST AWARD MEETING

(a) A Post Award Meeting with the successful Offeror will be conducted within 15 working days after award of the Task Order. The meeting will be held at a Government site located NSWCDD and documented.

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

(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) After Government review of the initial invoice, the Contracting Officer, COR and Contractor may meet to review the adequacy of the supporting documentation that is submitted in accordance with HQ G-2-0009.

C.33 CONTRACT PERSONNEL ADMINISTRATION

(a) When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g. utilizing 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.

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As circumstances permit, frequent (at least monthly) meetings are conducted between the COR and the Contractor organization Program Manager/Project Manager.

C.34 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

(a) The Contractor shall report Contractor labor hours (including Sub-contractor labor hours) required for performance of services provided under this Contract for the Naval Surface Warfare Center, Dahlgren Division via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

(b) The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

(c) 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.35 DATA RIGHTS

(a) 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.

(b) 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 and shall be included in an appropriate technical report or other deliverable. 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.

(c) On occasion and incidental to the provision of support services by the Contractor, the Contractor may be tasked to independently create discrete new data products (e.g., a computer software program, drawings, etc.) that do not derive from existing data. Such products shall be specifically identified by the Government in writing and shall be delivered pursuant to the appropriate Contract Data Requirements List (CDRL) document. Rights in such products shall be governed by the appropriate Contract clauses.

CLAUSES INCORPORATED BY FULL TEXT

HQ-C-1-0001 ITEMS 7099, 7199, 7299, 7399, and 7499 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

(End of Clause)

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

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(a) Performance under this Contract may require that the Contractor have access to technical data, Computer software, or other sensitive data of another party who asserts that such data 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 venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

(End of Clause)

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

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

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

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this Contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this Contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

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(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.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of Clause)

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this Contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this Contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this Contract, the Contractor may be entitled to an equitable adjustment in the Contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this Contract.

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(End of Text)

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

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the order work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

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

(d) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time. (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this order. This prohibition shall expire after a period of three years after completion of performance of this order. (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any Sub-contractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this order and for a period of three years after completion of performance of this order, the Contractor, any affiliate of the Contractor, any Sub-contractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime Contractor or as a Sub-contractor, or as a consultant to a prime Contractor or Sub-contractor, any system, component or services which is the subject of the work to be performed under this order. This exclusion does not apply to any recompetition for those systems, components, or services furnished pursuant to this order. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the Contractor, Sub-contractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant

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information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this order; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this order.

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

(End of Clause)

HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

(b) A "zero-tier reference" is a specification, standard, or drawing that is cited in the Contract (including its attachments).

(c) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(d) Requirements.

(e) All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

(End of Text)

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

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(a) 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.

DdI-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site under this 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 COR with an inventory and Material Safety Data Sheet (MSDS) for these materials.

Dd1-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

(a) The Contractor shall ensure that all employees who have a NSWCDD/CSCS badge and or vehicle sticker turn in the badge and remove the vehicle sticker 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 NSWCDD/CSCS Physical Security of all changes in their personnel requiring NSWCDD/CSCS base access.

(b) For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCDD/CSCS Physical Security in advance of the date, time, and location where the NSWCDD/CSCS representative may physically remove the employee's vehicle sticker and retrieve the NSWCDD/CSCS badge 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 NSWCDD/CSCS Physical Security of the separation and make arrangements between the former employee and NSWCDD/CSCS Physical Security for the return of the badge and removal of the sticker.

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SECTION D PACKAGING AND MARKING

CLAUSES INCORPORATED BY FULL TEXT

HQ-D-1-0001 DATA PACKAGING LANGUAGE

(a) Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the Contract.

(b) All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practices.

(c) 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, with Change 1 dated 28 March 2013.

(End of Clause)

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

(a) 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)

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

(End of Clause)

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

(End of Clause)

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

(a) Items 7x00 and 7x50 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Clause)

E.1 TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES - THE QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

E.1.1 The Contractor's performance in each of the work areas of Statement Of Work will be continually monitored in conjunction with the Contractor Performance Assessment Reporting System (CPARS) and the criteria set forth below. The results of this evaluation will factor into the Government's Option Exercise determination and will be included in the Contractor's CPARS evaluation, which is accomplished on an annual basis. The evaluation will be based on Contractor performance during the previous period. The primary Government official responsible for the QASP evaluation is the Contracting Officers Representative (COR) for the Contract. Other Government individuals having information relevant to the quality of Contractor performance may assist the COR, as necessary.

E.1.2 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, formal In-Progress Reviews, and general contacts with the Contractor.

E.1.3 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory (as defined in Table 42-1 at FAR 42.1503) will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

E.1.3.1 Quality of Product or Service – Addresses the extent to which the Contractor (a) met Contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/ data delivered (products are complete, well coordinated with all related managers and personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and (g) Services are provided in a professional unbiased manner.

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E.1.3.2 Schedule – Addresses the extent to which the Contractor met Contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the COR or his representative.

E.1.3.3 Cost Control – Addresses the Contractor's overall effectiveness in controlling both direct, indirect costs, and other direct costs as well as the incidence of cost overruns.

E.1.3.4 Business Relations – Addresses the responsiveness of the Contractor's upper-level management to Government concerns and needs, the effectiveness of the Contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government on both technical and management issues.

E.1.3.5 Management of Key Personnel – Addresses the overall quality of the Contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the Contract regarding Key Personnel. Also includes the effectiveness of the Contractor's efforts to retain or attract qualified personnel.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	12/15/2017 - 12/14/2018
7000AB	12/15/2017 - 12/14/2018
7000AC	12/15/2017 - 12/14/2018
7000AD	12/15/2017 - 12/14/2018
7000AE	12/15/2017 - 12/14/2018
7000AF	12/15/2017 - 12/14/2018
7000AG	12/15/2017 - 12/14/2018
7000AH	1/25/2018 - 12/14/2018
7000AJ	1/25/2018 - 12/14/2018
7000AK	3/15/2018 - 12/14/2018
7000AL	3/23/2018 - 12/14/2018
7000AM	3/23/2018 - 12/14/2018
7000AN	5/3/2018 - 12/14/2018
7000AP	5/3/2018 - 12/14/2018
7000AQ	5/3/2018 - 12/14/2018
7000AR	5/3/2018 - 12/14/2018
7000AS	5/3/2018 - 12/14/2018
7000AT	5/3/2018 - 12/14/2018
7000AU	5/3/2018 - 12/14/2018
7000AV	5/3/2018 - 12/14/2018
7000AW	5/3/2018 - 12/14/2018
7000AX	5/3/2018 - 12/14/2018
7000AY	5/16/2018 - 12/14/2018
7000AZ	6/13/2018 - 12/14/2018
7000BA	7/13/2018 - 12/14/2018
7000BB	7/13/2018 - 12/14/2018
7000BC	7/13/2018 - 12/14/2018
7000BD	7/13/2018 - 12/14/2018
7000BE	7/13/2018 - 12/14/2018
7000BF	7/13/2018 - 12/14/2018
7000BG	7/13/2018 - 12/14/2018
7000BH	7/13/2018 - 12/14/2018
7000BJ	7/13/2018 - 12/14/2018
7000BK	7/24/2018 - 12/14/2018
7000BL	7/24/2018 - 12/14/2018
7000BM	8/23/2018 - 12/14/2018
7000BN	8/23/2018 - 12/14/2018
7000BP	8/23/2018 - 12/14/2018
7000BQ	9/13/2018 - 12/14/2019

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7000BR	9/21/2018 - 12/14/2019
9000AA	12/15/2017 - 12/14/2018
9000AB	12/15/2017 - 12/14/2018
9000AC	12/15/2017 - 12/14/2018
9000AD	12/15/2017 - 12/14/2018
9000AE	1/25/2018 - 12/14/2018
9000AF	1/25/2018 - 12/14/2018
9000AG	3/23/2018 - 12/14/2018
9000AH	3/23/2018 - 12/14/2018
9000AJ	5/3/2018 - 12/14/2018
9000AK	5/3/2018 - 12/14/2018
9000AL	5/3/2018 - 12/14/2018
9000AM	5/16/2018 - 12/14/2018
9000AN	6/13/2018 - 12/14/2018
9000AP	7/13/2018 - 12/14/2018
9000AQ	7/13/2018 - 12/14/2018
9000AR	7/13/2018 - 12/14/2018
9000AS	7/13/2018 - 12/14/2018
9000AT	7/24/2018 - 12/14/2018
9000AV	7/24/2018 - 12/14/2018
9000AW	8/23/2018 - 12/14/2018
9000AX	8/23/2018 - 12/14/2018
9000AY	8/23/2018 - 12/14/2018
9000AZ	9/13/2018 - 12/14/2019

The Periods of Performance for the following Items are as follows:

Item(s)	Period of Performance
7000	12/15/2017 - 12/14/2018
9000	12/15/2017 - 12/14/2018

The Periods of Performance for the following Option Items are as follows:

Item(s)	Period of Performance
7050	12/15/2017 - 12/14/2018
7100	12/15/2018 - 12/14/2019
7150	12/15/2018 - 12/14/2019
7200	12/15/2019 - 12/14/2020
7250	12/15/2019 - 12/14/2020
7300	12/15/2020 - 12/14/2021
7350	12/15/2020 - 12/14/2021
7400	12/15/2021 - 12/14/2022
7450	12/15/2021 - 12/14/2022
9100	12/15/2018 - 12/14/2019
9200	12/15/2019 - 12/14/2020
9300	12/15/2020 - 12/14/2021
9400	12/15/2021 - 12/14/2022

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PLACE OF PERFORMANCE

The Contractor shall provide support services to the Government in accordance with this SOW. This Statement of Work (SOW) will be performed primarily at the Center for Surface Combat Systems (CSCS) Dahlgren, VA, CSCS Units, Sites, and Detachments worldwide. Training locations will also include Shipyards, Fleet Surface Ships, Forward Deployed Naval Forces (FDFNF), Japan, Spain, South Korea, Norway, Australian, and Singapore.

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HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the Level of Effort specified in SECTION B, as follows:

Item(s)	From	To
7000	12/15/2017	12/14/2018
7050	12/15/2017	12/14/2018
7099	12/15/2017	12/14/2018
9000	12/15/2017	12/14/2018
7100	12/15/2018	12/14/2019
7150	12/15/2018	12/14/2019
7199	12/15/2018	12/14/2019
9100	12/15/2018	12/14/2019
7200	12/15/2019	12/14/2020
7250	12/15/2019	12/14/2020
7299	12/15/2019	12/14/2020
9200	12/15/2019	12/14/2020
7300	12/15/2020	12/14/2021
7350	12/15/2020	12/14/2021
7399	12/15/2020	12/14/2021
9300	12/15/2020	12/14/2021
7400	12/15/2021	12/14/2022
7450	12/15/2021	12/14/2022
7499	12/15/2021	12/14/2022
9400	12/15/2021	12/14/2022

(End of Text)

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.

(End of Clause)

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SECTION G CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING DATA

- (a) The award document will include Accounting Data at the end of Section G.
- (b) 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.
- (c) Under SeaPort-e, all funding is identified/obligated at the Sub-CLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software.
- (d) Each obligation of funds receives a unique SLIN identifier, unless the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area that is funded incrementally could have multiple SLINs.
- (e) Accounting for expenditures at the SLIN level is required.

G.2 SPECIAL INVOICE INSTRUCTIONS

- (a) Each SLIN providing funding designates a specific support/project area. Tracking and reporting shall be accomplished at the support/project area level. Each identified support/project area shall be invoiced by its associated CLIN and ACRN.
- (b) If multiple ACRNs are associated with a single TI, the Contractor shall consult with the Contracting Officer Representative (COR) for additional invoicing instructions.

G.3 PAYMENT INSTRUCTION

- (a) The following payment instruction clause applies:

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.

G.4 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

- (a) 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, on-site 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, on-site 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.
- (b) 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 allowed for time lost due to facility closure in

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accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

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

(a) Definitions. As used in this clause –

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

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

Cost Voucher

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

N00178

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

Routing Data Table	
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N00178
Admin DoDAAC	S0701A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable

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Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N00178
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA50W
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.

[REDACTED]

[REDACTED]

[REDACTED] WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following Contracting activity's WAWF point of contact: [REDACTED]

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

(End of Clause)

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (APR 2015)

(a) For other than Firm-Fixed-Priced Contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this Contract/Task Order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or Contract line item number (CLIN) level, rather than on a total Contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than Firm-Fixed-Price Sub-Contractors, Sub-contractors 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. Sub-contractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the Sub-contractor lack encryption capability, the Sub-contractor 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.

(End of Clause)

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Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

(a)

[REDACTED]

(b) 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:

(a)

[REDACTED]

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

Administrative Contracting Officer (ACO):

(a)

[REDACTED]

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(b) 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 Officer Representative (COR):

(a)

[REDACTED]

(b) 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. An informational 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 Officer Representative (ACOR):

(a)

[REDACTED]

(b) 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 Expert (SME):

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

(End of Clause)

Ddl-G11 CONSENT TO SUB-CONTRACT

For Sub-contracts 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 Sub-contractor authority is retained by the Procuring Contracting Officer. The following Sub-contractors are approved on this Task Order:

Sub-contractor	Date
AMSEC LLC	Award
Basic Commerce and Industries, Inc	Award
HiPK	Award
International Systems Management Corp	Award
Sonalysts	Award
Tech Wizards, Inc	Award
Valkyrie Enterprises, LLC	Award

(End of Clause)

Accounting Data

SLINID	PR Number	Amount
7000AB	130067876400001	1450000.00
LLA :		
AA 1781804 22M1 252 3596P 056521 2D CHQ002 3596A8GSTAAQ		
Standard Number: N3596A18RCHQ002		
Award - \$1,450,000.00		
9000AB	130067876400001	50000.00
LLA :		
AA 1781804 22M1 252 3596P 056521 2D CHQ002 3596A8GSTAAQ		
Standard Number: N3596A18RCHQ002		
Award - \$50,000.00		
BASE Funding 1500000.00		
Cumulative Funding 1500000.00		
MOD P00001		
7000AC	130067876400002	78000.00
LLA :		
AB 97-11X8242 2819 000 74192 0 065916 2D PNOX44 531380020GEM		
Standard Number: N0002416RX00191/AA		
FMS NO-P-GEM MOD 01 - \$78,000		
Funds for System Engineering and Training Analysis to CSCS International Programs.		
7000AD	130067876400003	160000.00
LLA :		
AC 97-11X8242 2884 000 74842 0 065916 2D PATJ44 627480020GSU		
Standard Number: N0002417RX00389		
FMS AT-P-GSU MOD 01 - \$160,000		
Funds for System Engineering and Training Analysis to CSCS International Programs.		
7000AE	130067876400005	93000.00

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LLA :

AD 97-11X8242 2862 000 74622 0 065916 2D PJAX44 601580020FWT

Standard Number: N0002416RX00263

FMS JA-P-FWT MOD 01 - \$93,000

Funds for System Engineering and Training Analysis to CSCS International Programs.

7000AF 130067876400007 119000.00

LLA :

AE 97-11X8242 2860 000 74602 0 065916 2D PKSE44 416980010GQC

Standard Number: N0002414RX00762

FMS KS-P-GQC MOD 01 - \$119,000

Funds for System Engineering and Training Analysis to CSCS International Programs.

7000AG 130067876400008 93000.00

LLA :

AF 97-11X8242 2862 000 74622 0 065916 2D PJAS44 513480030LZK

Standard Number: N0002415RX00647

FMS JA-P-LZK MOD 01 - \$93,000

Funds for System Engineering and Training Analysis to CSCS International Programs.

9000AC 130067876400004 1000.00

LLA :

AC 97-11X8242 2884 000 74842 0 065916 2D PATJ44 627480020GSU

Standard Number: N0002417RX00389

FMS AT-P-GSU MOD 01 - \$1,000

Funds for System Engineering and Training Analysis to CSCS International Programs.

9000AD 130067876400006 1000.00

LLA :

AD 97-11X8242 2862 000 74622 0 065916 2D PJAX44 601580020FWT

Standard Number: N0002416RX00263

FMS JA-P-FWT MOD 01 - \$1,000

Funds for System Engineering and Training Analysis to CSCS International Programs.

MOD P00001 Funding 545000.00

Cumulative Funding 2045000.00

MOD P00002

7000AH 130067876400009 120000.00

LLA :

AG 9780300 2520 RMS P90PF Y 18AW23 2P FY1820 71AB252HQ014 786197301000000103500 044411

Standard Number: HQ0147861973

MOD 02 - \$120,000

7000AJ 130067876400011 990000.00

LLA :

AA 1781804 22M1 252 3596P 056521 2D CHQ002 3596A8GSTAAQ

Standard Number: N3596A18RCHQ002-01

MOD 02 - \$990,000

9000AE 130067876400010 20081.00

LLA :

AG 9780300 2520 RMS P90PF Y 18AW23 2P FY1820 71AB252HQ014 786197301000000103500 044411

Standard Number: HQ0147861973

MOD 02 - \$20,081

9000AF 130067876400012 10000.00

LLA :

AA 1781804 22M1 252 3596P 056521 2D CHQ002 3596A8GSTAAQ

Standard Number: N3596A18RCHQ002-01

MOD 02 - \$10,000

MOD P00002 Funding 1140081.00

Cumulative Funding 3185081.00

MOD P00003

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7000AK 130070129200001 100707.00

LLA :
 AH 1751611 1224 252 SH400 0 050120 2D 000000 A00004431990
 MOD 03 - \$100,707

MOD P00003 Funding 100707.00
 Cumulative Funding 3285788.00

MOD P00004

7000AL 130070417400001 240000.00

LLA :
 AG 9780300 2520 RMS P90PF Y 18AW23 2P FY1820 71AB252HQ014 786197301000000103500 044411
 Standard Number: HQ0147861973
 MOD 04 - \$240,000

7000AM 130070129500001 70000.00

LLA :
 AJ 1771319 A5XB 252 WS010 0 050120 2D 000000 A00004432264
 Standard Number: BS-801017.32142621
 MOD 04 - \$70,000

9000AG 130070417400002 13572.00

LLA :
 AG 9780300 2520 RMS P90PF Y 18AW23 2P FY1820 71AB252HQ014 786197301000000103500 044411
 Standard Number: HQ0147861973
 MOD 04 - \$13,572

9000AH 130070129500002 27400.00

LLA :
 AJ 1771319 A5XB 252 WS010 0 050120 2D 000000 A00004432264
 Standard Number: BS-801017.32142621
 MOD 04 - \$27,400

MOD P00004 Funding 350972.00
 Cumulative Funding 3636760.00

MOD P00005

7000AN 130070417400003 145000.00

LLA :
 AK 9780100 2520 2PS O09PF Y 18AW23 4A WFY181 871AB252HQ01 478626200400004000000 044411
 Standard Number: HQ147862620
 MOD 05 - \$145,000

7000AP 130070417400005 36500.00

LLA :
 AL 97-11X8242 2862 000 74622 0 065916 2D PJAX44 730680020QAD
 Standard Number: N0002418RX00175
 JA-P-QAD
 MOD 05 - \$36,500

7000AQ 130070417400006 90000.00

LLA :
 AM 97-11X8242 2862 000 74622 0 065916 2D PJAH44 630580220LZU
 Standard Number: N0002417RX00173
 JA-P-LZU
 MOD 05 - \$90,000

7000AR 130070417400007 68204.00

LLA :
 AF 97-11X8242 2862 000 74622 0 065916 2D PJAS44 513480030LZK
 Standard Number: N0002415RX00647
 JA-P-LZK
 MOD 05 - \$68,204

7000AS 130070417400008 48700.00

LLA :

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AD 97-11X8242 2862 000 74622 0 065916 2D PJAX44 601580020FWT
Standard Number: N0002416RX00263
JA-P-FWT
MOD 05 - \$48,700

7000AT 130070417400009 53576.00
LLA :

AN 97-11X8242 2819 000 74192 0 065916 2D PNOX44 531480020GEM
Standard Number: N0002416RX00191
NO-P-GEM
MOD 05 - \$53,576

7000AU 130070417400010 76001.00
LLA :

AP 97-11X8242 2860 000 74602 0 065916 2D PKSE44 607080020LQI
Standard Number: N0002416RX00497
KS-P-LQI
MOD 05 - \$76,001

7000AV 130070417400011 248703.00
LLA :

AC 97-11X8242 2884 000 74842 0 065916 2D PATJ44 627480020GSU
Standard Number: N0002417RX00389
AT-P-GSU
MOD 05 - \$248,703

7000AW 130070417400013 140000.00
LLA :

AQ 97-11X8242 2858 000 74582 0 065916 2D PTW244 701480010LHO
Standard Number: N0002417RX00732
TW-P-LHO
MOD 05 - \$140,000

7000AX 130070417400015 76001.00
LLA :

AE 97-11X8242 2860 000 74602 0 065916 2D PKSE44 416980010GQC
Standard Number: N0002414RX00762
KS-P-GQC
MOD 05 - \$76,001

9000AJ 130070417400004 10561.00
LLA :

AK 9780100 2520 2PS O09PF Y 18AW23 4A WFY181 871AB252HQ01 478626200400004000000 044411
Standard Number: HQ147862620
MOD 05 - \$10,561

9000AK 130070417400012 3812.00
LLA :

AC 97-11X8242 2884 000 74842 0 065916 2D PATJ44 627480020GSU
AT-P-GSU
MOD 05 - \$3,812

9000AL 130070417400014 10000.00
LLA :

AQ 97-11X8242 2858 000 74582 0 065916 2D PTW244 701480010LHO
Standard Number: N0002417RX00732
TW-P-LHO
MOD 05 - \$10,000

MOD P00005 Funding 1007058.00
Cumulative Funding 4643818.00

MOD P00006

7000AY 130071401100001 520000.00
LLA :

AR 1781804 8B5B 252 VU021 0 050120 2D 000000 A00004525606
Incremental Funding, 10 USC 2410(a) Authority is hereby invoked.

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9000AM 130071401100002 27112.00

LLA :

AR 1781804 8B5B 252 VU021 0 050120 2D 000000 A00004525606

Incremental Funding, 10 USC 2410(a) Authority is hereby invoked.

MOD P00006 Funding 547112.00

Cumulative Funding 5190930.00

MOD P00007

7000AZ 130071537500001 660000.00

LLA :

AS 1731611 1224 252 SH400 0 050120 2D 000000 A00004534402

MOD 07 - \$660,000

9000AN 130071537500002 53600.00

LLA :

AS 1731611 1224 252 SH400 0 050120 2D 000000 A00004534402

MOD 07 - \$53,600

MOD P00007 Funding 713600.00

Cumulative Funding 5904530.00

MOD P00008

7000BA 130070417400016 230000.00

LLA :

AT 9780400 2520 XCS X09PF Y 18AF14 0F LFY181 971AB252HQ01 478632440400040603892 044411

Standard Number: HQ0147863244-02

MOD 08 - \$230,000

7000BB 130070417400018 16000.00

LLA :

AD 97-11X8242 2862 000 74622 0 065916 2D PJAX44 601580020FWT

Standard Number: N0002416RX00263

JA-P-FWT

MOD 08 - \$16,000

7000BC 130070417400019 74000.00

LLA :

AU 97-11X8242 2862 000 74622 0 065916 2D PJAH44 534180020FWZ

Standard Number: N0002416RX00207

JA-P-FWZ

MOD 08 - \$74,000

7000BD 130070417400020 74000.00

LLA :

AM 97-11X8242 2862 000 74622 0 065916 2D PJAH44 630580220LZU

Standard Number: N0002417RX00173

JA-P-LZU

MOD 08 - \$74,000

7000BE 130070417400021 54000.00

LLA :

AP 97-11X8242 2860 000 74602 0 065916 2D PKSE44 607080020LQI

Standard Number: N0002416RX00497

KS-P-LQI

MOD 08 - \$54,000

7000BF 130070417400022 27000.00

LLA :

AB 97-11X8242 2819 000 74192 0 065916 2D PNOX44 531380020GEM

Standard Number: N0002416RX00191/AA

NO-P-GEM

MOD 08 - \$27,000

7000BG 130070417400023 166000.00

LLA :

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AC 97-11X8242 2884 000 74842 0 065916 2D PATJ44 627480020GSU
Standard Number: N0002417RX00389
AT-P-GSU
MOD 08 - \$166,000

7000BH 130070417400025 140000.00
LLA :

AV 97-11X8242 2850 000 74502 0 065916 2D PTKB44 524080010LLI
Standard Number: N0002416RX00437 / AA
TK-P-LLI
MOD 08 - \$140,000

7000BJ 130070417400027 215000.00
LLA :

AA 1781804 22M1 252 3596P 056521 2D CHQ002 3596A8GSTAAQ
Standard Number: N3596A18RCHQ002-02
MOD 08 - \$215,000

9000AP 130070417400017 55000.00
LLA :

AT 9780400 2520 XCS X09PF Y 18AF14 0F LFY181 971AB252HQ01 478632440400040603892 044411
Standard Number: HQ0147863244-02
MOD 08 - \$55,000

9000AQ 130070417400024 2000.00
LLA :

AC 97-11X8242 2884 000 74842 0 065916 2D PATJ44 627480020GSU
Standard Number: N0002417RX00389
AT-P-GSU
MOD 08 - \$2,000

9000AR 130070417400026 10000.00
LLA :

AV 97-11X8242 2850 000 74502 0 065916 2D PTKB44 524080010LLI
Standard Number: N0002416RX00437/AA
TK-P-LLI
MOD 08 - \$10,000

9000AS 130070417400028 10000.00
LLA :

AA 1781804 22M1 252 3596P 056521 2D CHQ002 3596A8GSTAAQ
Standard Number: N3596A18RCHQ002-02
MOD 08 - \$10,000

MOD P00008 Funding 1073000.00
Cumulative Funding 6977530.00

MOD P00009

7000BK 130072798900001 50000.00
LLA :

AW 1781319 A5BJ 252 WS020 0 050120 2D 000000 A00004611058
Standard Number: BS-802018.01312192
MOD 09 - \$50,000

7000BL 130072799000001 90000.00
LLA :

AX 1781804 8VBP 252 WS020 0 050120 2D 000000 A00004611059
Standard Number: BS-802018.0112142
MOD 09 - \$90,000

9000AT 130072798900002 10000.00
LLA :

AW 1781319 A5BJ 252 WS020 0 050120 2D 000000 A00004611058
Standard Number: BS-802018.01312192
MOD 09 - \$10,000

9000AV 130072799000002 30000.00
LLA :

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AX 1781804 8VBP 252 WS020 0 050120 2D 000000 A00004611059
Standard Number: BS-802018.0112142
MOD 09 - \$30,000

MOD P00009 Funding 180000.00
Cumulative Funding 7157530.00

MOD P00010

7000BM 130073918900001 250000.00
LLA :
AY 1781804 8B2B 252 WS010 0 050120 2D 000000 A00004680661
MOD 10 - \$250,000

7000BN 130070129500003 300000.00
LLA :
AJ 1771319 A5XB 252 WS010 0 050120 2D 000000 A00004432264
MOD 10 - \$300,000

7000BP 130073918800001 400000.00
LLA :
AZ 1781319 A5XB 252 WS010 0 050120 2D 000000 A00004680660
MOD 10 - \$400,000

9000AW 130073918900002 18821.00
LLA :
AY 1781804 8B2B 252 WS010 0 050120 2D 000000 A00004680661
MOD 10 - \$18,821

9000AX 130070129500004 97839.00
LLA :
AJ 1771319 A5XB 252 WS010 0 050120 2D 000000 A00004432264
MOD 10 - \$97,839

9000AY 130073918800002 57110.00
LLA :
AZ 1781319 A5XB 252 WS010 0 050120 2D 000000 A00004680660
MOD 10 - \$57,110

MOD P00010 Funding 1123770.00
Cumulative Funding 8281300.00

MOD P00011

7000BQ 130070417400029 180000.00
LLA :
BA 9780400 2520 XCS D09PF Y 18AWC2 61 WFY181 971AB252HQ01 478645560400040603892 044411
Standard Number: HQ0147864556
MOD 11 - \$180,000

9000AZ 130070417400030 23015.00
LLA :
BA 9780400 2520 XCS D09PF Y 18AWC2 61 WFY181 971AB252HQ01 478645560400040603892 044411
Standard Number: HQ0147864556
MOD 11 - \$23,015

MOD P00011 Funding 203015.00
Cumulative Funding 8484315.00

MOD P00012

7000BR 130074418700001 50970.00
LLA :
BB 1781804 8D4D 252 WS110 0 050120 2D 000000 A00004714844
MOD 12 - \$50,970

Incremental Funding, 10 USC 2410(a) Authority is hereby invoked.

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MOD P00012 Funding 50970.00
Cumulative Funding 8535285.00

MOD P00013 Funding 0.00
Cumulative Funding 8535285.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

(a) To perform the requirements of the Statement of Work (SOW), the Government requires personnel with the appropriate experience and professional qualifications. Key Personnel qualification levels are considered to be **desired** for those individuals whose resumes are submitted for evaluation with the proposal. All individuals performing under the Key personnel labor categories are considered Key. Resumes for any replacement of Key personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the provision entitled 5252.237-9106 - Substitution of Personnel.

(b) Professional qualifications include professional licenses and certifications and similar evidence of professional accomplishments that directly impact the Contractor's qualifications and abilities to perform the order.

(c) All of the Key resumes must be approved by the Contracting Officer and the Contracting Office Representative (COR) prior to the person being direct charged to the Contract.

H.2 KEY PERSONNEL - QUALIFICATIONS

(a) To perform the requirements of the SOW, the Government **desires** Personnel with the following minimum qualifications. Contractor shall provide Key personnel who meet or exceed the desired qualifications below.

(1) PROGRAM MANAGER

- 10 years' experience in Combat System Engineering Development to include: systems design, acquisition, and installation plans.
- Experience with U.S. Surface Combatant platform and associated warfighter characteristics and capabilities for those platforms.
- 5 years' experience in Contract management including responsibility for directing a multi-disciplined team of technical experts to execute the Contract within cost, schedule and time constraints.

(2) SR. SYSTEMS ENGINEER

- 6 years' experience in the design operation and/or maintenance of complex U.S. Combat Systems.
- Demonstrated experience in the analysis of recommended changes and in determining the impact on system readiness and user functionality.
- Experience in reading design documents, generating high level interface block diagrams, and producing innovative designs incorporating commercial equipment, part task trainer emulations and simulations to create flexible and cost effective training and readiness capabilities.
- One Sr. Systems Engineer must be cleared at the TS/SCI level.
- Of the eight (8) Sr. Systems Engineer:
 - Of the six (6) years, three (3) people must have three (3) years' experience as a SPY technician;
 - Of the six (6) years, an additional three (3) people must have three (3) years' experience as an AEGIS Computer Network Technician (ACNT).
 - Of the six (6) years, one (1) additional person must have three (3) years' experience as an Operations Specialist.
 - Of the six (6) years, one (1) additional person must have three (3) years' experience with AEGIS BMD operations.

(3) SENIOR SYSTEMS ANALYST

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- 6 years' experience in the design operation and/or maintenance of complex U.S. Combat Systems.
- Demonstrated experience in the analysis of ballistic missile and intelligence information.
- Experience in generating high level presentations that captures the most up to date intelligence available.
- The full time FTE shall have 6 years' demonstrated experience in Ordnance Inventory Accountability, Ordnance Sentencing, Weight Handling Equipment, Material Handling Equipment, Ordnance Handling Equipment, and Navy Shore Station Explosive Safety Compliance Programs.
- One Senior Systems Analyst providing .5 of a man year must be cleared at the TS/SCI level

(4) SENIOR DATA ANALYST

- 5 years' experience in reviewing, updating and evaluating Navy Training Management corporate database systems such as CeTARS and FLTMPs.
- Must have ability to analyze data and detect trends as well as summarize findings, draw conclusions and put together presentations.
- Demonstrated experience in the annual review of training requirements in support of the Program Objective Memorandum (POM) process.

(5) MANPOWER/MANNING ANALYST

- 5 years' experience and detailed knowledge of the U.S. Navy Manpower and Manning programs and regulations required.
- An in-depth working knowledge of the Total Force Manpower Management System (TFMMS), TFMMS Web, Fleet Training Management Planning System (FLTMPs), Active Readiness Information System (ARIS), online Billet Change Request (BCR), and other manpower and manning programs is required.
- Must be knowledgeable of the Program Objective Memorandum (POM) process.
- Knowledge of Enlisted Manning Inquiry Reports (EMIR), the United States Navy requisition system, Priority Manning and all other Manning forms and processes is also required.

H.3 NON-KEY PERSONNEL - QUALIFICATIONS

(a) To perform the requirements of the SOW, the Government **desires** Personnel with the following minimum qualifications. Contractor shall provide Non-Key personnel who meet or exceed the desired qualifications below.

(1) TRAINING SYSTEMS SPECIALIST

- 3 years' experience in the application of a broad spectrum of technologies used to conduct technical training which includes Artificial Intelligence, Computer Based Training, Tele-training, Web-based training and analysis, and on-the-job training.
- In-depth understanding of Electronic Classroom (ECR) environments, Tele-training integration, Distributed Learning, and ability to develop installation and maintenance plans for ECRs.
- Experience in reviewing training Schedules, Navy Training System Plans, Training Shore Infrastructure Plans, Training Planning Process Methodology documents, and Navy Enlisted Occupational Classification System.

(2) LEARNING STANDARDS SPECIALIST

- 3 years' experience in Navy Training Management, training material development and life cycle

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maintenance.

- Understanding of Electronic Classroom (ECR) environments to include ECR LAN webpages and Navy Knowledge Online (NKO) Community of Practice (COP) functionality.
- Experience in curriculum test item analysis.
- Demonstrated experience in the analyses of change recommendations and determination of impact on system readiness and user functionality pertaining to both USN and FMS issues.
- Knowledge in releasability and disclosure issues for Foreign Military Sales (FMS) pertaining to training tools and material.

(3) DATA ANALYST

- 3 years experience in reviewing, updating and evaluating Navy Training Management corporate database systems such as CeTARS and FLTMPMS. Must have ability to analyze data and detect trends as well as summarize findings, draw conclusions and put together presentations. Demonstrated experience in the annual review of training requirements in support of the Program Objective Memorandum (POM) process.

(4) LABORATORY SCHEDULER

- 2 years' experience and detailed technical knowledge of the U.S. Surface Combatant platform and associated warfighter characteristics and capabilities for those platforms specifically to include Cruiser and Destroyer configurations in use by deployed fleets.
- An in-depth understanding of the interrelationship between U.S. Surface Combatant configurations, fleet readiness requirements, and land based test sites including training commands.

(5) SYSTEMS ANALYST

- 6 years' experience in the design and/or maintenance of complex DOD systems.
- Demonstrated experience in the analysis of recommended changes and in determining the impact on system readiness and user functionality.
- Experience in the analysis of the impact of proposed changes on operators and maintainers to properly perform their duties.
- Experience in reading design documents, generating high level interface block diagrams, and producing innovative designs incorporating commercial equipment, part task trainer emulations and simulations to create flexible and cost effective training and readiness capabilities.

(6) SYSTEMS ENGINEER

- 3 years' experience in the design operation and/or maintenance of complex U.S. Combat Systems.
- Demonstrated experience in the analysis of recommended changes and in determining the impact on system readiness and user functionality.
- Experience in reading design documents, generating high level interface block diagrams, and producing innovative designs incorporating commercial equipment, part task trainer emulations and simulations to create flexible and cost effective training and readiness capabilities.

H.4 RESUME FORMAT AND CONTENT REQUIREMENTS

- (a) In order to facilitate evaluation, all resumes shall be provided in the following format:

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(1) HEADER

- Complete Name
- Current Employer
- Task Order Labor Category
- Contractor Labor Category
- Percentage of time to be allocated to this effort upon award of this Task Order*
- Current security clearance level per JPAS (Identify if interim or final)
- Current work location
- Planned work location upon award of this Task Order

(2) EDUCATION/PROFESSIONAL DEVELOPMENT

(i) Show any degrees, honors, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and will impact the Offeror's qualifications to perform under the Task Order.

(ii) For education and training, the following format is preferred:

- Academic: Degrees(s); Date(s); Institution; Major/Minor
- Non-Academic: Course title, date(s), approximate length
- Professional licenses and specialized certifications. (Note the date obtained for each, as well as the date when each license/certification requires renewal)

(3) CHRONOLOGICAL WORK HISTORY/EXPERIENCE*

- Employer: Dates (month/year): Title(s) held
- Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.).

***Note:** 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, for example, 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 desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

(b) 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.

(c) Resume information shall be presented in bullet format. This will allow evaluators to focus on relevant information.

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(d) 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.

(e) 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.

(f) All gaps in between positions shall be explained.

(g) Certification or 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 NSW CDD Contract No. N00178-04-D-4119, Task Order N0017818F3000 by SAIC and intend to make myself available to work under any resultant Contract to the extent proposed.

Employee Signature and Date Offeror Signature and Date

(h) Resumes without this certification will be unacceptable and will not be considered.

(i) If the employee is not a current employee of the Offeror (or a proposed Sub-contractor), 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.5 FUNDING PROFILE

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

CLIN	CPFF	Funds This Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED	Total Hours
Base						
7000	\$8,192,035.00	\$0.00	\$7,993,362.00	\$7,993,362.00	\$198,673.00	
7050	\$819,204.00	\$0.00	\$0.00	\$0.00	\$819,204.00	0
9000	\$587,593.00	\$0.00	\$541,923.00	\$541,923.00	\$45,670.00	0
Total Base	\$9,598,832.00	\$0.00	\$8,535,285.00	\$8,535,285.00	\$1,063,547.00	
Option 1						
7100	\$8,084,388.00	\$0.00	\$0.00	\$0.00	\$8,084,388.00	0
7150	\$808,439.00	\$0.00	\$0.00	\$0.00	\$808,439.00	0
9100	\$623,077.00	\$0.00	\$0.00	\$0.00	\$623,077.00	0
Total Option 1	\$9,515,904.00	\$0.00	\$0.00	\$0.00	\$9,515,904.00	0
Option 2						
7200	\$8,269,315.00	\$0.00	\$0.00	\$0.00	\$8,269,315.00	0
7250	\$826,932.00	\$0.00	\$0.00	\$0.00	\$826,932.00	0
9200	\$642,423.00	\$0.00	\$0.00	\$0.00	\$642,423.00	0
Total Option 2	\$9,738,670.00	\$0.00	\$0.00	\$0.00	\$9,738,670.00	0
Option 3						
7300	\$8,395,713.00	\$0.00	\$0.00	\$0.00	\$8,395,713.00	0
7350	\$839,572.00	\$0.00	\$0.00	\$0.00	\$839,572.00	0
9300	\$669,598.00	\$0.00	\$0.00	\$0.00	\$669,598.00	0
Total Option 3	\$9,904,883.00	\$0.00	\$0.00	\$0.00	\$9,904,883.00	0

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Option 4						
7400	\$8,547,419.00	\$0.00	\$0.00	\$0.00	\$8,547,419.00	0
7450	\$854,742.00	\$0.00	\$0.00	\$0.00	\$854,742.00	0
9400	\$690,010.00	\$0.00	\$0.00	\$0.00	\$690,010.00	0
Total Option 4	\$10,092,171.00	\$0.00	\$0.00	\$0.00	\$10,092,171.00	0
Total Order	\$48,850,460.00	\$0.00	\$8,535,285.00	\$8,535,285.00	\$40,315,175.00	

H.6 LABOR TRIPWIRE JUSTIFICATION

(a) The Contractor shall advise the COR and the PCO, by e-mail, if the pending addition of any individual (Key or non-Key) will be at a fully loaded (through fixed fee) labor rate that exceeds the labor tripwire amount in a Contract Labor Category with no previous tripwire approval. If the Contract Labor Category has not been approved, the Contractor may not proceed with the addition until it is advised by the PCO that the request has been approved.

(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/Technical Instruction. If the individual is a Sub-contractor or consultant, the rate build-up shall include the prime Contractor's pass through rate.

(c) Currently, the labor tripwire is \$156 per hour, regardless of the number of labor hours the proposed individual will work. The Contractor will be advised of any changes to this tripwire level that occurs during performance.

(d) The Contractor shall advise the COR and the PCO, by e-mail, if the difference between the current average actual fully loaded (through fixed fee) labor rate for any Contract Labor Category (Key or non-Key) which is greater than 10% from the average bidding fully loaded (through fixed fee) labor rate for the month invoiced.

H.7 SAVINGS INITIATIVES

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

(1) Annual Labor Escalation: ■■■

(2) Maximum Pass-Thru Rate: ■■■

(3) Fixed Fee: ■■■

(4) Other: N/A

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

(1) The prime Contractor's pass-thru rate under this order or;

(2) The Sub-contractor's SeaPort-e pass-thru rate where the Sub-contractor is also a prime Contractor under SeaPort-e.

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

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

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

NAVSEA 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 Sub-contractor direct labor for those Sub-contractors 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.

CLIN	Total Man Hours	Compensated Man Hours	Uncompensated Man Hours
7000	119,340	119,340	0
7050	12,122	12,122	0
7100	120,280	120,280	0
7150	12,122	12,122	0
7200	122,160	122,160	0
7250	12,122	12,122	0
7300	122,160	122,160	0
7350	12,122	12,122	0
7400	122,160	122,160	0
7450	12,122	12,122	0
Total	666,710	666,710	

(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 2331.15 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.

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

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

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

(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 underrun; (5) the amount by which the estimated cost of this Contract may be reduced to recover excess funds. All submissions shall include Sub-contractor 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.

(End of Clause)

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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:

CLIN	Allotted to Cost	Allotted to Fee	TOTAL	Period of Performance	
				Beginning	Funded through
Base					
7000			\$7,993,362.00	15-Dec-17	5-Dec-18
7050	\$0.00	\$0.00	\$0.00		
9000	\$541,923.00	\$0.00	\$541,923.00		
Total Base			\$8,535,285.00		
Option 1					
7100	\$0.00	\$0.00	\$0.00	15-Dec-18	15-Dec-18
7150	\$0.00	\$0.00	\$0.00		
9100	\$0.00	\$0.00	\$0.00		
Total Option 1	\$0.00	\$0.00	\$0.00		
Option 2					
7200	\$0.00	\$0.00	\$0.00	15-Dec-19	15-Dec-19
7250	\$0.00	\$0.00	\$0.00		
9200	\$0.00	\$0.00	\$0.00		
Total Option 2	\$0.00	\$0.00	\$0.00		
Option 3					
7300	\$0.00	\$0.00	\$0.00	15-Dec-20	15-Dec-20
7350	\$0.00	\$0.00	\$0.00		
9300	\$0.00	\$0.00	\$0.00		
Total Option 3	\$0.00	\$0.00	\$0.00		
Option 4					
7400	\$0.00	\$0.00	\$0.00	15-Dec-21	15-Dec-21
7450	\$0.00	\$0.00	\$0.00		
9400	\$0.00		\$0.00		
Total Option 4	\$0.00	\$0.00	\$0.00		
Total Order			\$8,535,285.00		

(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).

(End of Clause)

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NAVSEA 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 personnel 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) 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.

(End of Clause)

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this Contract. 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 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 this 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.

(End of Clause)

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)

The Government will provide only that property identified in an Attachment in Section J, 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 identified Government property for use in the performance of this Contract:

(End of Clause)

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Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

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

(b) Resumes shall be submitted in the format required. However, in order to expedite Contract administration, Contractor format may be used provided that 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 Sub-contractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

(d) TRIPWIRE NOTIFICATION

(1) If the employee is a current employee of the Contractor (or a Sub-contractor), the fully burdened hourly rate that will be invoiced under the Task Order shall be provided. If the labor rate to be invoiced for the individual will exceed any Navy labor rate tripwire for service Contracts in effect at time of the request for approval, the Contractor shall fully justify why the proposed individual is required for Contract performance and the specific benefit to be derived from the individual's addition to the Task Order. The COR will provide the current Navy labor rate tripwire information upon request.

(End of Clause)

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SECTION I CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data –Modifications	OCT 2010
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.245-1	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
252.204-7000	Disclosure of Information	OCT 2016
252.204-7005	Oral Attestation of security responsibilities	NOV 2001
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.211-7007	Reporting of Government Furnished Property	AUG 2012
252.222-7002	Compliance with Local Labor Laws (Overseas)	JUN 1997
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	APR 2003
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7981	Additional Access to Contractor and Sub-contractor Records (Other Than USCENTCOM) (Deviation 2015-O0016)	SEP 2015
252.225-7993	Prohibition on Providing Funds to the Enemy (Deviation 2015-O0016)	SEP 2015
252.225-7994	Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation 2015-O0013)	MAR 2015
252.225-7995	Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2015-O0009)	JAN 2015
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016

All clauses in the Offerors MAC Contract apply to this Task Order, except for the following:

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252.246-7001 Alternates I & II

Note: Regarding 52.244-2 -- SUB-CONTRACTS (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 (Sub-contract) additions after Task Order award must be approved by the Task Order Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

52.216-8 FIXED FEE (JUN 2011)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed 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 fixed 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.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)

(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.

ITEM(S) LATEST OPTION EXERCISE DATE

Item(s)	Latest Option Exercise Date
7100, 7150, 7199, 9100	No later than 15 days prior to the end of the current term.
7200, 7250, 7299, 9200	No later than 15 days prior to the end of the current term.
7300, 7350, 7399, 9300	No later than 15 days prior to the end of the current term.
7400, 7450, 7499, 9400	No later than 15 days prior to the end of the current term.

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

(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 – ALTERNATE 1", (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.

(End of Clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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(a) The use of overtime is authorized under this Contract if the overtime premium does not exceed 0 or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for Contract completion and shall—

- (1) Identify the work unit; *e.g.*, department or Section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the Contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government Contracts, together with identification of each affected Contract; and
- (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

(End of Clause)

252.203-7997 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2016-O0003) (OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance

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with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)

(a) *Definitions.* As used in this clause —

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause [252.204-7012](#), and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

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(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by Paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts.* The Contractor shall include this clause, including this Paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

(a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data—Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at Paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in Paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements

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specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in Paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in Paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in Paragraph (c)(1)(i) of

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this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with Paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with Paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to Paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by Paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

- (1) Include this clause, including this Paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall

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determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with Paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in Paragraph (c) of this clause.

(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 Sub-contractor on the program or effort, or with any direct competitor of such prime Contractor or any such first-tier Sub-contractor in furnishing end items or services of the type developed or produced on the program or effort; and

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

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

(7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item,

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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

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(B) A release or disclosure to—

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

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

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

(iii) The Contractor or Sub-contractor 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 Sub-contractor 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

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result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government Contract or Sub-contract 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, Sub-contract, letter Contract (or similar contractual instrument), Contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in Paragraph (b)(2) (i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

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

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

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

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

(3) *Limited rights.*

(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.

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

(iv) The Contractor acknowledges that—

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

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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(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 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)

(1) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the

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Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this Contract.

(b) *Marking requirements.* The Contractor, and its Sub-contractors 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 Sub-contractors 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)

(1) *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 _____
Expiration Date _____

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.

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(End of legend)

(1) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

End of Legend)

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

(2) *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.

(a) *Contractor procedures and records.* Throughout performance of this Contract, the Contractor and its Sub-contractors 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.

(b) *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

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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 Sub-contractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in Sub-contractor or supplier technical data, if the Sub-contractor 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 Sub-contractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its Sub-contractors 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 Sub-contractor or supplier for delivery to the Government under this Contract, the Contractor shall use this same clause in the Sub-contract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its Sub-contractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier Sub-contractor's or supplier's rights in a Sub-contractor's or supplier's technical data.

(3) Technical data required to be delivered by a Sub-contractor or supplier shall normally be delivered to the next higher-tier Contractor, Sub-contractor, 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 Sub-contractor or supplier, then said Sub-contractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier Contractor, Sub-contractor, or supplier.

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

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

(End of clause)

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

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(a) Definitions. As used in this clause—

(1) “Commercial computer software” means software developed or regularly used for non-Governmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or

(iv) Satisfies a criterion expressed in Paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this Contract.

(2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

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

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

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

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

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

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

(7) “Developed” means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its

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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;

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(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 P

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

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular Contractors or Sub-contractors was made;

(B) Such Contractors or Sub-contractors 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 Sub-contractors 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

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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 Sub-contractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

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

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or Sub-contract 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, Sub-contract, 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—

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(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 Sub-contractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the Contract (see Paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support Contractors;

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

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

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

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under Paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have Government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in Paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in Paragraph (a)(14) of the Rights in Technical Data-- Noncommercial Items clause of this Contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this Contract.

(5) Prior Government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this Contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

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- (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:

Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted RightsCategory***	Name of Person Asserting Restrictions****
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(LIST)	(LIST)	(LIST)	(LIST)
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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)

(1) 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.

(b) Marking requirements. The Contractor, and its Sub-contractors 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 Sub-contractors 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 _____

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Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified Contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified Contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(1) 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 technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(i) 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).

(2) 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.

(b) Contractor procedures and records. Throughout performance of this Contract, the Contractor and its Sub-contractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

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(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.

(c) Removal of unjustified and nonconforming markings.

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this Contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this Contract, respectively.

Notwithstanding any provision of this Contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

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

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

(j) Limitation on charges for rights in computer software or computer software documentation.

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

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

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

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

(i) Includes costs charged by a Sub-contractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in Sub-contractor or supplier computer software or computer software documentation, if the Sub-contractor 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 Sub-contractors or suppliers.

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(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a Sub-contractor or supplier for delivery to the Government under this Contract, the Contractor shall use this same clause in its Sub-contracts or other contractual instruments, and require its Sub-contractors 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 Sub-contractor's or supplier's rights in a Sub-contractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier Sub-contractors 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 Sub-contractors or suppliers.

(3) The Contractor shall ensure that Sub-contractor 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 Sub-contractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

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

Attachment J.2 DD Form 254 Contract Security Classification Specification (Top Secret)

Attachment J.3 COR Appointment Letter

Attachment J.4 ACOR Appointment Letter

Attachment J.5 ACOR Appointment Letter

Attachment J.6 DD Form 254 Contract Security Classification Specification (Top Secret Rev. 1)

Attachment J.7 DD Form 254 Contract Security Classification Specification (Top Secret Rev. 2)

Attachment J.8 Government Furnished Equipment

Exhibit A DD Form 1423, Contract Security Data Requirements List (CDRLs)

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