

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 30	3. EFFECTIVE DATE 27-Jul-2018	4. REQUISITION/PURCHASE REQ. NO. See Section G.		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA HAMPTON 2000 Enterprise Parkway, Suite 200 Hampton VA 23666		CODE S5111A SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Southeastern Computer Consultants, Inc. 5166 Potomac Drive Suite 400 King George VA 22485-5824	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4127-0015
[X]	10B. DATED (SEE ITEM 13) 28-Sep-2016
CAGE CODE 1W582	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)
SEE SECTION G

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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor 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		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

GENERAL INFORMATION

The purpose of this modification is to:

- Add increment of funds into Section G.
- Update sections H.6 and H.8.

All terms and conditions remain unchanged

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 [REDACTED]

[REDACTED]

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

[REDACTED]

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

[REDACTED]

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

DISTRIBUTION:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 16 of 157	FINAL
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NOTE 1: LABOR HOURS

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

NOTE 2: OPTION CLAUSE

The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I applies only to the Option and Award Term Contract Line Item Numbers (CLIN).

NOTE 3: ODCs

Other Direct Costs (ODCs) will be limited to those stated in Section C.

NOTE 4: AWARD TERM

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

NOTE 5: NOT SEPARATELY PRICED

The price for Not Separately Priced (NSP) Data items shall be included in the price of the corresponding Labor CLIN(s).

B.1 USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

B.2 TYPE OF ORDER

This is a Level of Effort (term) type order.

Items in the 7xxx series are Cost-Plus-Incentive-Fee type.

Items in the 7X99 series are Not Separately Priced (NSP) type.

Items in the 9xxx series are cost only, excluding fee.

B.3 ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to allow for additional Separate Line Item Numbers (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.4 INCENTIVE FEE INSTRUCTIONS

Note: Upon award, the successful Offeror's proposed Minimum Incentive Fee percentage,

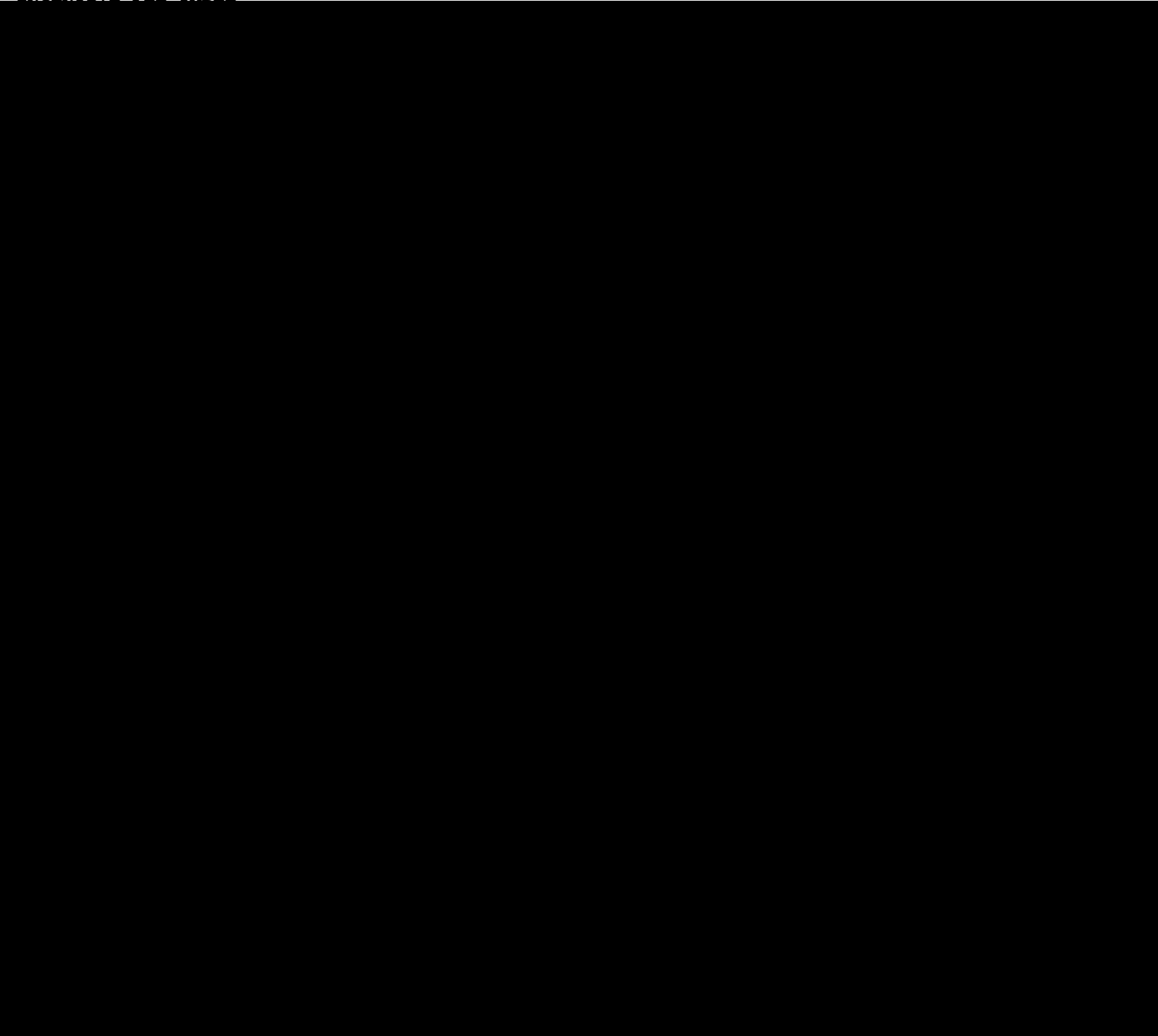
CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 17 of 157	FINAL
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[REDACTED]

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

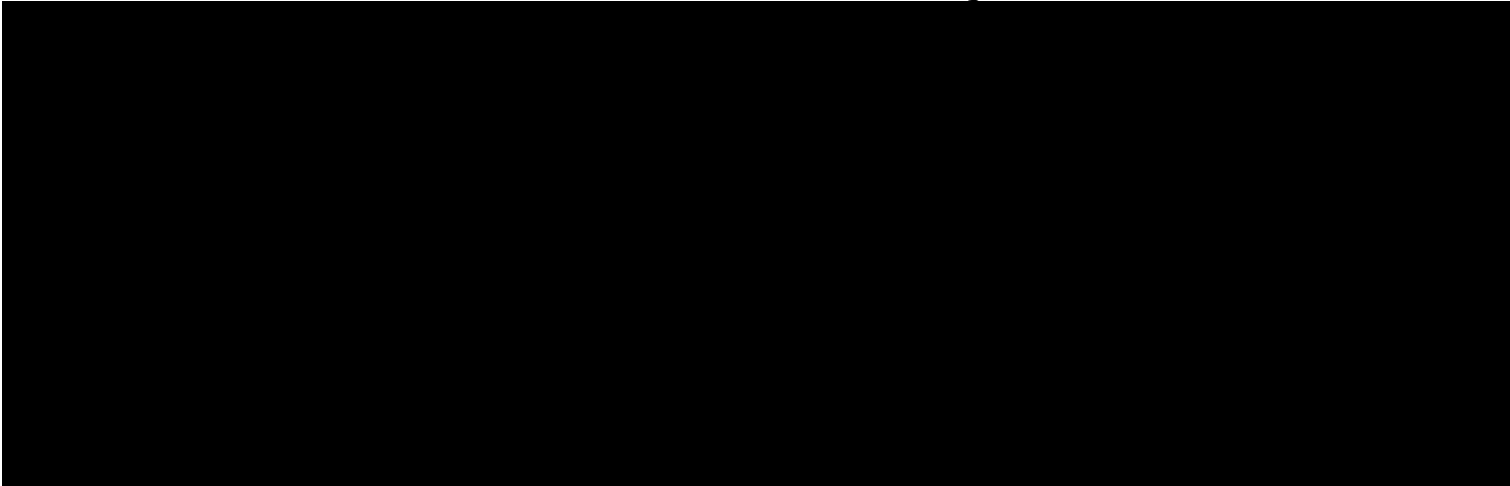
Fee/hour is calculated on cost less COM (if applicable). (If COM is proposed please add needed columns.)

INCENTIVE FEE TABLE



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 18 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

for each CLIN. Final cost and fee are shown in the following table.



CLAUSES INCORPORATED BY FULL TEXT

B.5 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.

B.6 HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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

B.7 HQ-B-2-0009 NOTE (CDRL)

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

B.8 HQ B-2-0010 NOTE (OPTION)

NOTE B - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

B.9 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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 19 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract

B.10 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

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

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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

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

(d) The Contractor shall not be reimbursed for the following:

(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.

B.11 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) FEB 1997)

This entire contract is cost type.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 20 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

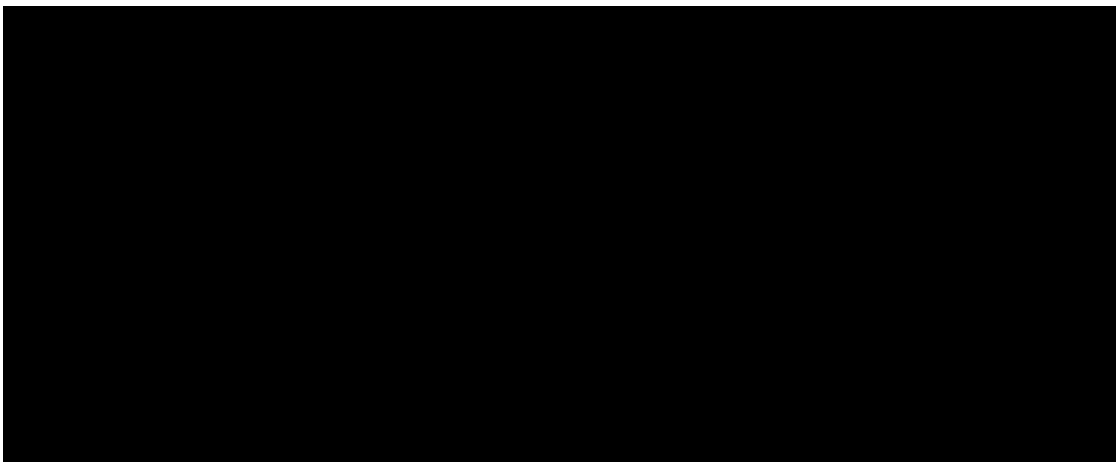
SECTION C DESCRIPTIONS AND SPECIFICATIONS

C.1 INTRODUCTION

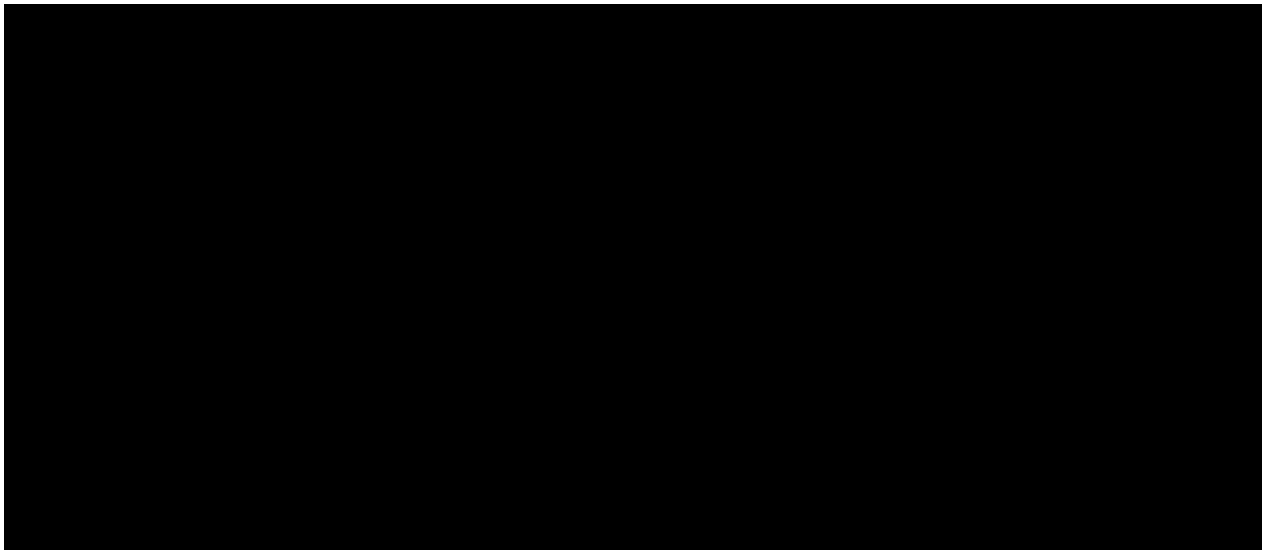
C.1.1 This is a contract for the provision of services by the Contractor. In accordance with law and policy and with the provisions of this contract, Contractor personnel shall perform as required by this contract, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this contract work shall require, among other things, the Contractor to access and use Government owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government owned data. The Contractor's use of and access to Government owned data shall neither constitute nor create any Contractor rights in or license to such data; the only Contractor permissions to use and access the data shall be those necessarily required by the contractor to perform the work herein. Notwithstanding this, certain tasks within the scope of this contract may require the Contractor independently to generate and develop technical data and/or noncommercial computer software. Tasking for such independent generation and development shall be specifically identified. Rights in such independently generated data and software shall be governed by the appropriate contract clauses.

C.2 BACKGROUND

The Contractor shall provide United States Navy (USN) and International Programs technical and engineering support in the systems engineering, integration, development, maintenance, documentation, and operation of training tools for the Center for Surface Combat Systems (CSCS). These tools include but are not limited to those used for tactical team training: the AEGIS Combat Training System (ACTS); the Battle Force Tactical Trainer (BFTT); AEGIS Combat System Interface Simulation (ACSIS); Joint Simulation Automated Forces (JSAF/ONESAF) and those used for operator training which include but are not limited to: Computer Aided Submode Training (CAST); Lesson Generator Program (LGP); CAST Lesson Authoring System (CLASS); Next Generation CLASS (NGC); and other interactive courseware and authoring systems. Both Shipboard and Shore-Based facility deliveries of programs and courseware that include Integrated Learning Environment (ILE) lesson development and integration on the Navy Knowledge Online (NKO) E-Learning environment will be required. The Contractor shall provide support in the use of these tools at the CSCS, and subordinate activities as follows:



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 21 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



C.3 TACTICAL TEAM TRAINING SYSTEM SUPPORT

The Contractor shall provide management plans, schedules (CDRL item A006), travel authorizations, technical, engineering, and analytical services in support of the systems engineering, integration, exercise scenario development, maintenance, and documentation of exercise scenarios for tactical team training systems. Some illustrative systems are:

AEGIS Combat Training System (ACTS)

Battle Force Tactical Trainer (BFTT)

Joint Simulation Automated Forces (JSAF/ONESAF)

C.3.1 Engineering and Analysis. The Contractor shall provide engineering and analytical support to interface with various Government/Contractor organizations. The Contractor shall review specification documents and provide comments to the appropriate Navy Review Team and/or Fleet Project Team. The Contractor shall report any computer program problem found during the development and maintenance of exercise scenarios, by submitting a Test Observation Report (TOR) or an AEGIS Change Review Board (CRB) Computer Program Change Requests (CPCR), as appropriate. The Contractor shall review and provide comments for TORs and CPCRs to determine the impact on the development and maintenance of scenarios (CDRL Item A003). The Contractor shall participate in meetings related to the development, maintenance, and enhancement of ACTS exercise scenarios. The Contractor shall participate in AEGIS CRB. The Contractor shall perform analysis, make recommendations, and implement changes resulting from decisions made at this meeting. Additionally, the Contractor shall provide minutes of this meeting (CDRL item A002). The Contractor shall periodically be required to provide on-site engineering support at the CSCS, the CSCS Detachments, Combat System Engineering Development Site (CSEDS), Moorestown, NJ, and Surface Combat System Center (SCSC), Wallops Island, VA to include but not be limited to: Navy validation of scenarios, lessons and feedback/CPCR analysis.

C.3.1.1 Integrating New Technology. The Contractor shall provide technical, engineering, analytical, and operator support in efforts to integrate new technology into tactical team training systems and Navy Integrated Learning Systems.

C.3.2 Training Exercise Scenario Development. The Contractor shall support the design tactical team training system exercise scenarios to incorporate available shipboard combat training devices. Representative systems are ACTS,

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 22 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

BFTT, BMD, AN/SQQ-89 Onboard Trainer (OBT); AN/SLQ-32 Electronic Warfare OBT (EWOBT); and the Tomahawk Weapon System (TWS). Each exercise scenario shall contain objective-based requirements and realistic information for all warfare areas. (CDRL item A005)

C.3.2.1 Training Exercise Scenario Maintenance. The Contractor shall maintain exercise scenarios. The Contractor shall provide configuration management of Training exercise scenarios and provide a written report. (CDRL items A002)

C.3.3 Verification and Validation. The Contractor shall perform verification and validation (V&V) for each ACTS and BFTT exercise scenario prior to delivery. Tactical and training equipment required for exercise scenario V&V may be located at, but not limited to: CSCS, Dahlgren, VA; SCSC, Wallops Island, VA; Combat Systems Engineering Development Site (CSEDS), Moorestown, NJ; or fleet operating units. One element of the V&V process will be to verify correspondence of observed exercise scenario events with the prescribed exercise scenario timeline and other pertinent sections of the Exercise Controller Guide (ECG). The Contractor shall provide support to CSCS during final Navy validation of the exercise scenarios at these sites. All discrepancies shall be corrected prior to final acceptance and delivery (CDRL Item A003).

C.3.4 Documentation. The Contractor shall provide documentation for each tactical team training exercise scenario, including the ECG, delivery letter, Scenario catalog and magnetic media. All documentation shall be delivered in hard copy and magnetic media in approved word processing software (CDRL Item A004).

C.3.5 Delivery. The Contractor shall deliver exercise scenarios and supporting documentation Government approved media type. The Contractor shall provide support to NSWCDD for ACTS exercise scenario deliveries to: Navy ships, CSCS Domain, Integrated Warfare Systems Lab (IWSL) Dahlgren VA, CSEDS, Surface Combat Systems Center (SCSC), and AEGIS Test Teams (ATTs) worldwide (CDRL Items A005 and A004).

C.4 OPERATOR TRAINING SYSTEM SUPPORT

The Contractor shall provide management plans, schedules (CDRL item A006), travel authorizations, technical, engineering, and analytical services in support of systems engineering, integration, verification and validation, maintenance, and documentation of operator training including CAST Lessons, Lesson Generation Program (LGP), and other Interactive Courseware (ICW).

C.4.1 Engineering and Analysis. The Contractor shall provide engineering and analytical support to interface with various Government/Contractor organizations. The Contractor shall review specification documents and provide comments to the appropriate Navy Review Team and/or Fleet Project Team. The Contractor shall report any computer program problem found during the verification and validation and maintenance of lessons, Interactive Courseware or Simulation, by submitting a Training Systems TOR, CAST Edit Log (CEL), or CPCR, as appropriate. The Contractor shall review and provide comments for related TORs and CPCRs to determine the impact on the development and maintenance of lessons. The Contractor shall participate in reviews of CPCRs. The Contractor shall participate in meetings related to the development, and maintenance of CAST Lessons. The Contractor shall participate in meetings for CAST Lesson, ACMB, ACTS and AEGIS CRB. The Contractor shall provide minutes of these meetings (CDRL Item A002). The Contractor shall periodically be required to provide on-site engineering support at the CSCS, CSCS Detachments, CSEDS, and SCSC which shall include Navy V&V of lessons, and CAST Lesson Problem

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 23 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Reporting, and Training Systems TOR analysis (CDRL Item A003).

C.4.1.1 Integrating New Technology The Contractor shall provide technical, engineering, analytical, and operator support in efforts to integrate new technology into operator training systems.

C.4.1.2 Developing New Training Systems. The Contractor shall provide technical, engineering, analytical, and design services in support of efforts to develop operator training systems in support of emerging requirements or to replace expiring operator training systems. All recommendations shall be submitted as analysis reports. (CDRL Item A003).

C.4.2 Verification and Validation. The Contractor shall perform Independent V&V (IV&V) of the operator training lessons using Government furnished computer equipment located at CSCS, Dahlgren, VA; CSEDS, Moorestown, NJ; Surface Combat Systems Center (SCSC), Wallops Island, VA; or fleet operating units. The Contractor shall provide discrepancies to CSCS for review and validation (CDRL Item A002).

C.4.2.1 Lesson Maintenance. The Contractor shall revise operator lessons through a life cycle process when discrepancies are discovered. The Contractor shall review and provide comments and rationale in a report for each operator-training lesson TOR (CDRL Item A003).

C.4.3 Documentation. The Contractor shall maintain a database that provides a cross-reference of operator training lessons to AEGIS Personal Qualifications Standards (PQS) line items (CDRL Item A008). Each lesson and the catalog of lessons shall contain the cross-reference data. The Contractor shall maintain a database for the configuration control of CAST lessons (CDRL Item A008). At a minimum, this database shall consist of the Lesson Configuration Status Report and the Lesson History Report. The Contractor shall maintain the operator training lesson documentation for each baseline on an approved media in a format compatible with Government computer systems (CDRL Item A004). This documentation provides guidance and assistance to the user in the design, development, validation, delivery, and maintenance of operator training lessons.

C.4.4 Delivery. The Contractor shall deliver CAST lessons and supporting documentation on, Government approved media type. The Contractor shall interface with various Government/Contractor organizations. The Contractor shall provide support to NSWCCD for operator training lesson deliveries to the various ship/shore sites such as Navy ships, CSCS, IWSL, CSEDS, SCSC, CSCS Dets, ATTs, and various Navy Training Sites, worldwide (CDRL Item A005).

C.5 ENGINEERING ANALYSIS AND BMD READINESS SUPPORT

The Contractor shall provide management plans (CDRL Item A001), schedules (CDRL Item A006), travel authorizations, Training, Engineering, and Readiness Support to CSCS and waterfront Detachments for AEGIS and SSDS baselines.

C.5.1 Operational Support The Contractor shall provide operational mission support for the radar data collection missions. The Contractor shall provide operational and technical support against real word data collection events. The Contractor shall collaborate with other agencies and NSWCCD laboratories to coordinate the data transfer of raw data and the analysis of collected radar data. The Contractor shall coordinate the data release via PEO-IWS/PD-452 and coordinate data release to the designated Intelligence Community (IC). The Contractor shall assist with updating applicable fleet Tactical Memorandums (TACMEMOs) and generate updates for the maintenance of

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 24 of 157	FINAL
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the Non Tactical Data Collection (NTDC) patch and Technical Data Collection (TDC) baseline capabilities used for existing AEGIS baselines, and associated documentation. The Contractor shall support PD-452 and IWS 2.0 periodic review and update of Instruction 9010.3.

C.5.2 Data Collection of Operations The Contractor shall support and attend appropriate IC meetings, conferences, seminars, etc., related to AEGIS Special Data Collection operations and respond to IC questions concerning mission capabilities. The Contractor shall periodically accompany members of the NSWCDD reach back cell (Gov't) to brief post mission analysis to Fleet Commands, Theater and Combatant Commanders (COCOMs) as well as the ship board level on special data collection requirements. (CDRL Item A002).

C.5.3 Training Support

The Contractor shall support the Center for Surface Combat Systems (CSCS) with Systems Software orientation of AEGIS ship crews and battle staffs in NTDC operation, TDC Operations, Coherent Data Collection System (CDCS) installation and operations, and other AEGIS Special Data Collection matters and activities. (CDRL Item A002).

C.6 MANDATORY REQUIREMENTS

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

(1) Requirement 1: Facility Security Clearance - The Contractor's primary facility providing support to this Task Order must be located within 60 miles of the Center for Surface Combat Systems (CSCS), Headquarters, Dahlgren, VA with a SECRET security clearance or higher.

(2) Requirement 2: Key Personnel Security Clearances - Key Personnel Security Clearances - one (1) Software Engineer and one (1) AEGIS Combat System Data Collection Specialist must be cleared at the TOP SECRET level with SENSITIVE COMPARTMENTED INFORMATION (SCI) eligibility. All other key personnel must be cleared to the SECRET level. Interim clearances are not acceptable. With the exception of those that require Top Secret clearances, all others who require access to CSCS facilities shall possess a SECRET or higher level security clearance prior to directly charging support to the contract.

C.7 CONTRACTS DATA REQUIREMENTS LIST (CDRLs). CSCS/NSWCDD

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

C.7.1 Contracting Officer's Management Report: Shall be delivered in accordance with CDRL A001.

C.7.2 Meeting Minutes/Trip Report: Shall be delivered in accordance with CDRL A002.

C.7.3 Technical Report-Study/Services - Reports: Shall be delivered in accordance with CDRL A003.

C.7.4 Technical Report Study-Services: Training Materials - Documentation: Shall be delivered in accordance with CDRL A004.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 25 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

C.7.5 Technical Report Study-Services: Training System Support Document - Catalog of Courseware: Shall be delivered in accordance with CDRL A005.

C.7.6 Technical Reports-Study/Services: Management Plan - Plan of Action and Milestones (POAM): Shall be delivered in accordance with CDRL A006.

C.7.7 Technical Reports: Briefing Material - Conferences/Meeting Agenda: Shall be delivered in accordance with CDRL A007.

C.7.8 Technical Reports: Computer Software Product End Items - Database: Shall be delivered in accordance with CDRL A008.

C.7.9 Presentation Material: Shall be delivered in accordance with CDRL A009.

C.7.10 Government Furnished Property Inventory in accordance with CDRL A010.

C.8 MONTHLY PROGRESS REPORTS

Monthly Progress Reports. The Contractor shall provide a Monthly Progress Report (CDRL A001). This report shall reflect prime and Subcontractor data, if applicable, at the same level of detail. In addition to the requirements of DI-MGMT-81864, the progress report shall contain: (CDRL A001)

a. Training Courses that include Integrated Master Schedule(IMSs) to which the Contractor claims International Traffic in Arms Regulations (ITAR) exemption 126.6 (c) (7) -provide the information identified in the ITAR at (22 CFR 126.6(c)(7)(i) - (iv) to include the specific course identification, name of IMS, date of course, and FMS Case Identification # (as updated in the FMS Case Identifiers document housed at CSCS Headquarters, Dahlgren, VA).

b. A listing of all Personnel that possess a Common Access Card (CAC) to include: name, location, company, email address and work area (WA) supporting.

c. Organizational chart naming all personnel (including management support) that are supporting tasking under the contract. Task leaders shall be identified. Both administrative and technical personnel shall be shown.

C.8.1 Comptroller Monthly Report. The Contractor shall provide a Comptroller Monthly Report as set forth below:

a. Cost Analysis. The Contractor shall provide a monthly cost analysis report of each Work Area (WA) and totals to the CLIN level to the CSCS Comptroller and Contracting Officer Representative (COR) that includes as a minimum: 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.

b. Labor Analysis. The Contractor shall provide a monthly labor analysis report of each task area to the CSCS Comptroller and COR that includes as a minimum: 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.

C.8.2 Accounting Classification Reference Number (ACRN) Report

a. ACRN Analysis. The Contractor shall provide a monthly ACRN analysis report to CSCS Comptroller and COR that includes as a minimum: ACRN, CLIN, Amount Funded per Mod, Total Funded, Amount invoiced, invoiced to date per ACRN, remaining funding and percentage invoiced. Government format will be

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 26 of 157	FINAL
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provided.

b. A comparison with total amount invoiced for the corresponding period per CLIN and explanation for any difference (other than rounding).

C.9 PLAN OF ACTION AND MILESTONES (POA&M)

The Contractor shall develop a POA&M for each work area (WA) (CDRL A007)). 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 Contract Specialist, COR, ACOR, CSCS Comptroller and the appropriate Government SME within twenty one (21) calendar days after Task Order Performance Award, Exercise of Option, Award Term issuance, 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)

- (a) Date POA&M Submitted
- (b) Work Area/Project Name (and Number when applicable)
- (c) Task Order Number
- (d) POA&M Performance Period
- (e) Contractor interfaces.
- (f) Program Manager.
- (g) Task Area Manager
- (h) Government Interface
- (i) COR & ACOR
- (j) SME
- (k) Contractor Technical Lead
- (l) Work Summary/Description
- (m) Schedule of Events Proposed/Planned to Accomplish Task
(Include a list of planned deliverables and their due dates)
- (n) Estimated Level Of Effort (LOE) Required
- (o) Include the LOE Estimated to perform for the period
- (p) Include schedules/plans for obtaining additional personnel if applicable
- (q) Include identification of Subcontractor employees as appropriate
- (r) Estimated Cost

Include all cost (management, support, travel, labor, relocations) and all fees for that task area for the period.

C.10 IN-PROCESS REVIEWS (IPR)

The Contractor shall prepare an IPR 90 days after contract award and every 180

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 27 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

days thereafter, to be held at a location mutually agreed upon by the Contractor and the COR. One week in advance of the IPR the Contractor shall submit an IPR agenda (CDRL A007) and a copy of the data to be presented at the IPR (CDRL A009) 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. 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.11 SECURITY.

All personnel performing tasks under this Task Order shall possess, at minimum, a DoD Industrial Security Clearance of **SECRET**. Interim clearances ARE NOT acceptable. Access to classified spaces and generation of classified material shall be in accordance with DD Form 254. The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this Task Order. The Contractor shall obtain facility and personnel security clearances as required by the Department of Industrial Security Program prior to starting to work on tasks requiring clearances.

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

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

C.11.1 Information Security and Computer System Usage

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

C.11.2 Electronic Spillages

C.11.2.1 Electronic Spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 28 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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 CSCS/NSWCDD and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the Contractor's performance rating. In the event that a Contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the Contractor.

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

C.11.3 Portable Electronic Devices (PEDs)

Non-Government and/or personally owned portable electronic devices (PEDs) are prohibited in all CSCS/NSWCDD buildings. The Contractor shall ensure the onsite personnel remain compliant with the current PED policy. CSCS/NSWCDD instruction defines PEDS as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDS include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPads, digital picture frames, electronic book readers, kindle, nook, cameras, external hard disk drives, and floppy diskettes.

PEDs belonging to an external organization shall not be connected to CSCS/NSWCDD networks or infrastructure without prior approval from the CSCS/NSWCDD Information Assurance and Compliance Authority. This approval will be granted using the AISE (Automated Information System Equipment approval form).

Personally owned software shall not be connected or introduced to any CSCS/NSWCDD hardware, network or information system infrastructure.

C.11.4 Information Assurance

C.11.4.1 Some efforts being performed under this contract/order will require the performing Contractor personnel to have access to Government Information Technology (IT) Systems. In those instances, the Contractor shall ensure the performing employee is trained/certified in Information Assurance (IA) commensurate with their level/category of access, as well as the computing environment certifications (Microsoft, Unix/Linux, etc.).

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 29 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

C.12 OTHER DIRECT COSTS (ODC's)

C.12.1 TRAVEL REQUIREMENTS

C.12.1.1 The Contractor shall be required to travel in performance of this Task Order. This travel may be CONUS or OCONUS and shall be pre-approved by the Contracting Officer's Representative (COR). The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. All travel under this effort must be requested to the COR, in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. Travel costs shall be in accordance with FAR 31.205-46. Representative locations include but are not limited to: USN Wallops; USN East Norfolk; USN DET Mayport; USN Great Lakes; USN PacNorWest; USN Yokosuka; USN Pearl Harbor; USN San Diego; and Spain - Rota.

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

C.12.2 EQUIPMENT, MATERIAL, AND CONSUMABLES

C.12.2.1 This Task Order is issued as a services contract and the procurement of materials of any kind that are not directly related to and necessary for performance may be determined to be unallowable costs pursuant to FAR Part 31. Materials allowed as direct charge and approved for purchase during the performance of this Task Order are as stated in Section C.19.

C.13 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 the COR.

(c) The Contractor shall ensure that each Contractor employee not required to complete the training described in above (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. The policy is also provided on the publicly-available NSWCDD website, https://wwwdd.nmci.navy.mil/program/Safety_and_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 above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement above that each employee has satisfied.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 30 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

C.14 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.

(i) 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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 31 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

in accordance with the local commands Occupational Safety and Health Instruction.

C.15 SHIPBOARD PROTOCOL

(a) This tasking includes support onboard ship. As such, the Contractor is reminded of its 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 least a 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.

(c) Compliance shall be reported in the trip report.

All assigned personnel must possess at least a SECRET Security Clearance.

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.

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

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

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

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.

HAZMAT - Bringing hazardous materials aboard, using hazardous materials is strictly prohibited.

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.

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.

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

(e) Repair and maintenance employees working aboard vessels, dry docks, or piers shall have a valid 10 hour OSHA Maritime Shipyard Employment Course

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 32 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

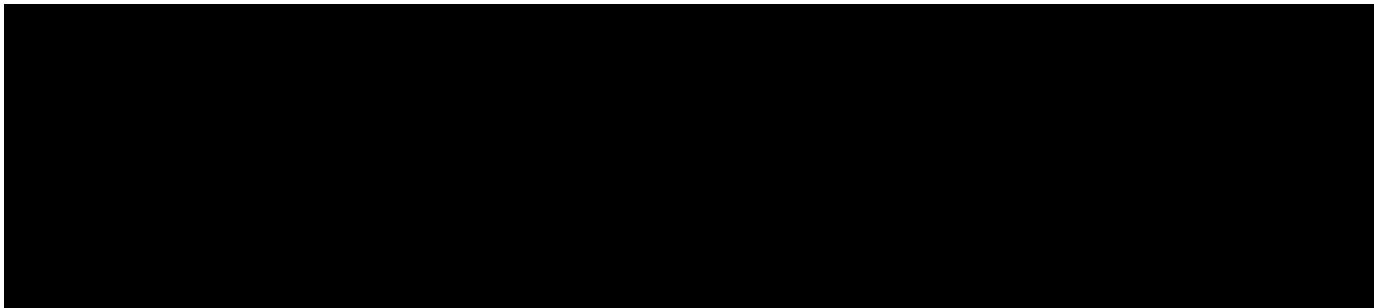
#7615 completion card within 60 days of employment.

C.16 ANNUAL GOVERNMENT FURNISHED PROPERTY (GFP) REPORT

Government-owned property in the custody of the Contractor shall be reported monthly. This requirement is in addition to anything required by regulation, statute, or the assigned Government Property Administrator. This includes items loaned by the Government as well as that which is Contractor acquired. The Contractor shall deliver monthly, in accordance with CDRL Item Number A010, a Government-Owned Property Database Report. All items in the report shall be sorted by Government bar code, Government plant account number, and Government minor property number. The GFP is listed in Attachment J.2 will be provided to the Contractor within thirty (30) days of contract award.

C.17 GOVERNMENT PROVIDED SPACE

The Government will provide office space for the following personnel: in NSWCDD spaces on a full- time basis, as deemed necessary for Contractor personnel. It is estimated that 3 spaces will be required to support the work described in the SOW. The building locations, labor categories and number of employees are shown in the following table:



C.18 GOVERNMENT FURNISHED PROPERTY (GFP)

- (a) GFP will be issued to the Contractor
- (b) The Contractor shall maintain and report the inventory of GFP (CDRL A010) issued to them.
- (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.

C.19 DIRECT CHARGE OF MATERIALS AND EQUIPMENT - OTHER DIRECT COSTS (ODCs)

During the performance of this Task Order it may be necessary for the Contractor to procure materials or equipment (hereafter referred to as "materials") to respond to the mission requirements listed in the SOW. This Task Order is a service contract and the procurement cost of material, of any kind, that is not incidental to, and necessary for, the contract performance may be determined unallowable costs pursuant to FAR Part 31.

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 33 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Equipment does not include material, real property, special test equipment or special tooling.

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

C.19.1 Costs Expressly Not Allowed for Direct Charge

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

C.19.2 List of Materials Approved for Purchase

Materials in support of Training Tools, test consumables and shipping shall be the only materials approved for purchase under this Task Order.

C.19.3 Materials List

The materials contained in Section C.19.2 are authorized for purchase once the Contractor has complied with approval requirements as stated in sections C.19.1 above and C.19.4 and C.19.5 below.

C.19.4 Required Approvals

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

(a) If the Contractor possesses a DCMA approved purchasing system, the following applies:

(1) A purchase of materials, from the list at Section C.19.2, that equals \$10,000 or above may NOT be executed unless the COR reviews the proposed purchase and the PCO issues written approval.

(2) A purchase of materials, from the list at Section C.19.2, less than \$10,000 may be executed with COR review and written approval. PCO approval is not required.

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

(b) If the Contractor does not possess a DCMA approved purchasing system, the following applies:

(1) A purchase of materials, from the list at Section C.19.2 above, less than \$3,000 per individual purchase may be executed with COR review and written approval. PCO approval is not required.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 34 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(2) A purchase of materials, from the list at Section C.19.2 above, that equals or exceeds \$3,000 per individual purchase may NOT be executed unless the COR reviews the proposed purchase and the PCO issues written approval.

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

C.19.5 Procedure for Obtaining COR and PCO Approval

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

(a) Submit a written request for purchase of materials to the COR through e-mail. The COR shall review the request. If it is in accordance with C.19.4 above and requires PCO approval, the COR shall submit the request via the Contract Specialist to the PCO for review and approval.

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

(1) Description of the material to be purchased

(2) Quantity

(3) Unit and total cost

(4) Delivery/freight charges

(5) Any associated service charges such as assembly, configuration, packing, etc.

(6) An explanation of the need for the material

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

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

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

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

(c) Once the COR and/or PCO have reviewed the request, the Government shall notify the Contractor of the outcome. Issues or details may be discussed with the Contract Specialist acting on behalf of the PCO until a final Government determination is made as to whether to approve, modify, or reject the purchase.

C.19.6 Property Management System

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

C.19.7 Disposition of Materials

Upon completion of the period of performance, all material associated with this contract that is purchased by the Contractor and not depleted during the

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 35 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

performance of the contract shall become the property of the Federal Government. The Contractor shall transfer all materials, not depleted, to the COR by way of a Material Inspection and Receiving Report (DD250).

C.20 DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form. The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as "technical data" or "computer software") or the Government's and the Contractor's respective rights therein.

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

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

C.21 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

Work under this contact may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code. Section 552a and applicable agency rules and regulations. Access to and preparation of sensitive information subject to privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to privacy act data in support of this contract must sign a privacy act certification.

C.22 NON-DISCLOSURE AGREEMENTS (NDAs)

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 36 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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.

Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific Statement of Work tasking. The COR will notify the Contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

C.23 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

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

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

C.24 SUBCONTRACTORS/CONSULTANTS

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

(1) Clearly present the business case for the addition of the Subcontractor/consultant,

(2) If applicable, the impact on subcontracting goals, and

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

C.25 CONTROL OF CONTRACTOR PERSONNEL

The Contractor shall comply with the requirements of NAVSEA and CSCS/NSWCDD 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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 37 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

conduct. All Contractor personnel engaged in work while on Government property shall be subject to all applicable DoD and Navy Standards of Conduct.

C.26 IDENTIFICATION BADGES

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 or termination of an employee, and upon request by the Contracting Officer.

All Contractor personnel shall identify their company affiliation when answering or making telephone calls and sending email and when attending meetings where Government personnel or representatives from another Contractor are present.

C.27 SKILLS AND TRAINING

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

C.28 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

(a) The Contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this Task Order 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) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) 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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 38 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

C.30 VISITS BY FOREIGN NATIONALS AND FOREIGN REPRESENTATIVES

C.30.1 Contract performance may require that the Contractor host, at an off-base location, foreign nationals and/or foreign representatives. A foreign national is a person who is a citizen of a foreign nation, and who is not a citizen of the United States. A foreign representative is a person who represents a foreign interest in dealings with the U.S. Government, either directly or through dealings with a U.S. Government Contractor. A foreign representative may be a United States citizen.

C.30.2 A Contractor-hosted visit of a foreign national or foreign representative may be either an "official" visit or an "unofficial" visit. An official visit is a visit where the foreign national or foreign representative is representing a foreign Government in an official capacity. An unofficial visit is a visit where the foreign national or foreign representative is not representing a foreign Government.

C.30.3 A visit by a foreign national or a foreign representative may be either "DoD Sponsored" or "Non-DoD Sponsored". A DoD Sponsored visit is a visit that is coordinated by a DoD entity. A Non-DoD Sponsored visit is a visit that does not involve DoD coordination (A visit by either a foreign national or a foreign representative pursuant to performance by the Contractor under this contract is not considered to be, by itself, a sponsored visit).

C.30.4 The Contractor hosting a visit by either a foreign national or a foreign representative is responsible for adherence to Department of Defense and Department of the Navy directives, instructions, regulations, and manuals that govern foreign disclosure. "Foreign Disclosure" is defined as the disclosure of Classified Military Information (CMI) and Controlled Unclassified Information (CUI) to foreign nationals and/or foreign representatives. Disclosure of such information may be accomplished orally, visually, in writing, or by any other medium.

C.30.5 Classified Military Information (CMI). This is information that is originated by or for the Department of Defense, or a Military Department, or an entity under its jurisdiction and control, and which requires protection in the interest of national security. Such information is designated as TOP SECRET, SECRET, or CONFIDENTIAL.

C.30.6 Controlled Unclassified Information (CUI). This is information that although unclassified is subject to access or distribution limitations in accordance with statute or regulation. Included is information exempt from mandatory release to the public under the Freedom of Information Act, or information that is subject to export control.

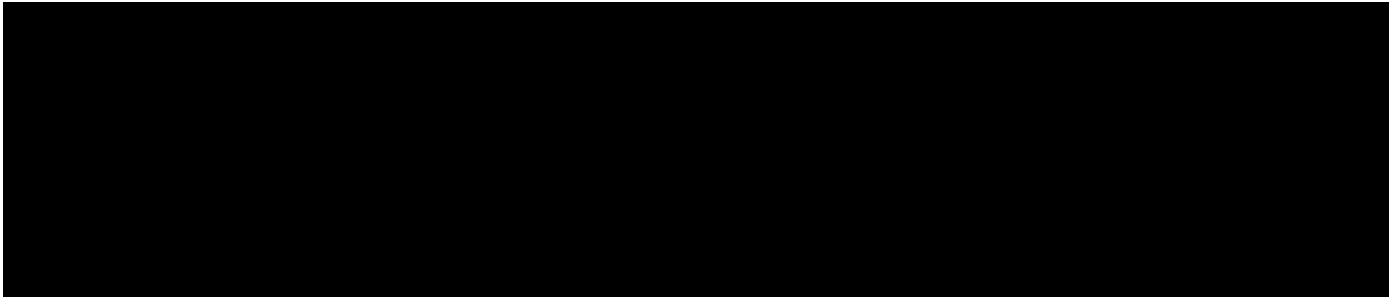
CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 39 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

C.30.7 CSCS/NSWCDD Foreign National Visitor and Foreign Disclosure Application process. CSCS/NSWCDD 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/NSWCDD employees will be in attendance at this visit/meeting for the purpose of potential discussions, above the public release level, resulting in disclosure of either CMI or CUI, a completed "CSCS/NSWCDD Foreign National Visitor and Foreign Disclosure Application" e-form must be supplied to the Contractor's Facility Security Officer (FSO). The accountable CSCS/NSWCDD personnel attending the meeting must ensure that the CDSADN disclosure process has been complied with and an approved copy of the "CSCS/NSWCDD Foreign National Visitor and Foreign Disclosure Application" generated e-form has been provided to the COR and the Contractor's FSO. The Contractor's FSO should ensure that approved copies of the e-form are maintained at their facility as a record of compliance with requirements set forth in the National Industrial Security Program Operating Manual (NISPOM) as well as the requirements set forth above.

C.31 OPERATION OF GOVERNMENT VEHICLES

The Contractor may be required to drive Government vehicles both on-site at NSWC, Dahlgren Division, and off-site in the performance of duties associated with the tasking of this contract. Government provided vehicles will be used solely for the purposes as described in the Statement of Work and, if issued, of this contract. All drivers must present proof of a valid state driver's license prior to operating a Government vehicle. A valid state driver's license shall be accepted as proper authority for operation of vehicles up to and including 10,000 pounds gross vehicle weight and carrying less than 15 passengers. For vehicles over 10,000 pounds and carrying more than 15 passengers a valid state driver's license and proof of required Navy training for those vehicles is required. The state driver's license must be valid for the class and weight of the vehicle which the Government will be operating. Individual Technical Instructions, if required, will identify the specific vehicles which may be operated.

C.32 USE OF GOVERNMENT FACILITIES



C.33 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICTS(S) OF INTEREST

Offerors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime Contractor under this competitive procurement. Notwithstanding the existence or non-existence of an OCI clause in the current contract, the Offeror shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during contract performance. The Contractor shall provide notice within 14 days of receipt of any information that may indicate a Potential OCI and how they shall mitigate this.

C.34 HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 40 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

C.35 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to:

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

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

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

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

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

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

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

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

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

C.36 HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 41 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Officers, employees and associates of other prime Contractors with the Government and their Subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, and be permitted, within the plant and on the vessel(s) to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

C.37 HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA)(DEC 2005)

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

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

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

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

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

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

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

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

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

(4) Contractor's plan for ensuring Subcontractor compliance with the

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 42 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

provisions of the Contractor's ACP.

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

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

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or Subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all Subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

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

C.38 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 43 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

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

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

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

C.39 HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)

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

(b) General Requirement -

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 44 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DICMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) - An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MILHDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 45 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

complete detailed supporting documentation.

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

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

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

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

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

C.40 HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

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

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

C. 41 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).

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 46 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

(d)(1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any Subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 47 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

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

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

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, 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 is has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

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

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

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

C.42 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.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 48 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(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.

C.43 HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(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 or approval/disapproval by the Procuring Contracting Officer. Any approved alternate specification or standards will be incorporated into the contract.

C.44 Dd1-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

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

(b) The Contractor shall have an active Hazard Communication Program in place for all Contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the both the PCO and the Contracting Officer's Representative (COR) with an inventory and Material Safety Data Sheet (MSDS) for these materials.

C.45 Dd1-C40 USE OF INFORMATION SYSTEM (IS) RESOURCES

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

(b) Contractor Use of CSCS/NSWCDD IS Resources

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

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

(c) Connections between CSCS/NSWCDD 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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 49 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

any facilities and/or ISs owned or operated by the Contractor and ISs owned or operated by CSCS/NSWCDD, such interconnection shall take place only after approval from the Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections shall be made outside the appropriate CSCS/NSWCDD firewall.

C.46 Dd1-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

(a) The Contractor shall ensure that all employees who have a CAC and\or NSWCDD badge and building keys turn in the badges and keys immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise NSWCDD Physical Security of all changes in their personnel requiring NSWCDD base access.

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 50 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION D PACKAGING AND MARKING

CLAUSES INCORPORATED BY FULL TEXT

HQ-D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

(End of Clause)

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

(End of Clause)

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 51 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY FULL TEXT

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

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

E.2 HQ-E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

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

E.3 TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

(a) Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) that is provided below.

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

<http://cpars.navy.mil>.

E.4 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

E.4.1 This Quality Assurance Surveillance Plan (QASP) is a Government-developed and applied document used to make sure that systematic quality assurance methods are used in the administration of this Task Order. The intent is to ensure that the Contractor performs in accordance with the Statement of Work (SOW) objectives and the Government receives the quality of services called for in the contract. In addition, this QASP provides the specific criteria and process to be followed in determining whether to exercise the options and issue award terms.

E.4.2 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/ quality levels identified in the Statement of Work (SOW) and the Contractor's quality control plan (QCP), and to ensure that the Government pays only for the level of services received.

E.4.3 This QASP defines the roles and responsibilities of Government personnel involved in the evaluation of the quality of Contractor performance, identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

E.5 AUTHORITY

E.5.1 Authority for issuance of this QASP is provided under Contract Section E - Inspection and Acceptance which provides for inspections and acceptance of the services and deliverables called for in service contracts to be executed by the PCO or a duly authorized representative.

E.6 SCOPE

E.6.1 This QASP will define the performance management approach taken to monitor and manage the Contractor's performance to ensure the expected outcomes or performance objectives communicated in the SOW are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 52 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the Contractor.

E.6.2 The Contractor is responsible for the quality of all work performed. The Contractor measures that quality through the Contractor's own quality control plan (QCP). Quality control is work output, not workers, and therefore includes all work performed under this Task Order regardless of whether the work is performed by Contractor employees or by Subcontractors. The Contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the SOW. The Contractor will develop and implement a performance management system with processes to assess and report its performance to the designated Government representative. This QASP enables the Government to take advantage of the Contractor's QCP.

E.6.3 The Government will assess performance using the methodology contained herein and the Contractor Performance Assessment Reporting System (CPARS) to determine how the Contractor is performing against communicated performance objectives. CPARS assesses a Contractor's performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at: <http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available) supportable by program and contract management data. The QASP methodology and CPARS performance expectations will be addressed in the Government and Contractor's initial post-award meeting. Potential sources of data may include, but are not limited to, the following:

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

E.6.4 A preliminary CPARS evaluation/rating will be accomplished. The purpose of this review is to determine whether the Contractor is performing at least at a Satisfactory level for each area to be assessed using Table 1. This methodology will be utilized as an important factor in determining whether or not to exercise Options 1 and 2 under the Task Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

E.6.5 CLINs 7300 and 7400 are Award Terms CLINs. In order for an Award Term option to be awarded, the Contractor must have achieved at least a Very Good in three of the five major elements and at least a Satisfactory in two of the five major elements.

E.7 ROLES AND RESPONSIBILITIES

E.7.1 Procuring Contracting Officer (PCO)

E.7.1.1 An individual duly appointed with the authority to enter into (PCO) or administer (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this contract is identified in Section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 53 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

will be designated in the resulting Task Order. PCO's are designated via a written warrant, which sets forth limitations of their respective authority.

E.7.1.2 The PCO ensures performance of all necessary actions for effective contract administration, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the PCO that ensures the Contractor receives impartial, fair, and equitable treatment under the Task Order. The PCO is ultimately responsible for the final determination of the acceptability of the Contractor's performance. The PCO is also the Term-Determining Official (TDO).

E.7.2 Contract Specialist

E.7.2.1 Assigned by the PCO to provide daily administration of the contract.

E.7.2.2 Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

E.7.3 Contracting Officer's Representative (COR)

E.7.3.1 An individual appointed in writing by the PCO to act as his/her authorized representative to assist in technical administration of the Task Order. The COR is appointed in the Task Order award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the Task Order.

E.7.3.2 The COR is responsible for technical administration of the Contract and assures proper surveillance of the Contractor's technical performance. The COR provides QASP reports to the PCO.

E.7.3.3 The COR is not empowered to make any contractual commitments or to authorize any changes on the CO's behalf. Any changes that the Contractor deems may affect contract price, terms, or conditions will be referred to the PCO for action.

E.7.4 Subject Matter Expert (SME)

E.7.4.1 SMEs are individuals who may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the contract.

E.7.4.2 The SME provides input to the COR as to the quality of technical performance for their respective area(s) of expertise.

E.7.4.3 A SME cannot, in any manner, alter the scope of the contract, make commitments, or authorize any changes on the Government's behalf.

E.8 SCHEDULE

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

E.8.1 Contractor Self-Assessment (written) due to the PCO and the COR no later than the end of month seven (7) of the period of performance based on at least six (6) months of support. Failure of the Contractor to make a timely delivery will be viewed as the Contractor's overall inability to comply with Contract schedules.

E.8.2 COR Written Assessment due to the PCO no later than the end of week two (2) of month eight (8) of the period of performance.

E.8.3 Week four (4) of month eight (8) of the period of performance, the PCO will review the Contractor Self-Assessment and the COR Written Assessment, determine an overall performance rating for the period, and provide a copy to the Contractor.

E.8.4 Interim Evaluation - The COR can provide feedback to the PCO at anytime during

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 54 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

the period of performance. The PCO will provide this feedback to the Contractor upon receiving it, if the feedback indicates that the Contractor is not meeting the acceptable performance standards as defined herein.

E.8.5 Degradation of Performance - If following a favorable evaluation, the Government experiences a serious degradation in the overall quality of performance, the PCO has the unilateral right to repeat the evaluation process during the remaining period of performance.

E.9 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

E.9.1 Table 1 provides the overall performance ratings. The Award Term Clause and the Award Plan provide the Award Term Incentive Objectives. Table 2 provides the Task Performance Evaluation Criteria and Standards for each major Performance Element.

E.9.2 The required performance standards and quality levels are included in Table 2, "Performance Standards". If the Contractor meets the required service or performance level, the Contractor will receive positive preliminary QASP and CPARS ratings. If the Contractor fails to meet the required performance level, the result will be negative QASP and CPARS ratings.

E.9.3 If the Contractor fails to meet the required performance level based on the preliminary review conducted in accordance with section E.8.5 above, the Government may not exercise the next Option period under the Task Order. "Meeting the required performance level" means that the Contractor must receive at least a Satisfactory rating (see Table 1) for each of the five (5) major elements that are evaluated (Task Performance, Staffing, Customer Satisfaction, Management Performance, and Cost Management and Efficiency) for the performance period being evaluated.

E.9.4 Periods 3 and 4 are Award Terms. In order for an Award Term to be issued, the Contractor must have achieved at least a Very Good in three of the five major elements and at least a Satisfactory in two of the five major element.

E.9.5 The PCO will make an Award Term incentive determination for Periods 3 and 4 prior to the end of each preceding evaluation period. The determination will be based on the COR's recommendation and any other information demed relevant by the PCO.

E.10 METHODOLOGIES TO MONITOR PERFORMANCE

E.10.1 Surveillance Techniques

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

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

E.10.2 Customer Feedback

E.10.2.1 The Contractor is expected to establish and maintain professional communication between its employees and customers at all levels. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

E.10.2.2 Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the PCO, as opposed to the Contractor.

E.10.2.3 Customer complaints, to be considered valid, must set forth clearly and in

writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints, investigate and work with the PCO and Contractor to resolve the issue.

E.10.2.4 Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

E.11 QUALITY ASSURANCE DOCUMENTATION

E.11.1 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards and performance monitoring techniques are expressed in Section E.10 and Table 1.

E.12 Monitoring System

The Government's QA surveillance, accomplished by the COR, in conjunction with the PCO, will be reported using the methodology described herein. Interim evaluations will be done in accordance with paragraph E.8.4 as input to Option Exercise determinations. Formal CPARS evaluations will be conducted on an annual basis.

Table 1 - Overall Performance Ratings

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

Table 2 - Task Performance Evaluation Criteria and Standards

	Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
I. Task Performance					
Timeliness	Contractor frequently misses deadlines, or is slow or non-responsive to Government requests.	Contractor occasionally misses deadlines, schedules, or is slow or occasionally non-responsive to Government requests.	Contractor routinely meets deadlines, schedules, and quickly responds to Government requests.	Contractor routinely meets deadlines and schedules and occasionally delivering early and responds immediately to Government requests.	Contractor routinely delivers ahead of deadlines, schedules, and responds immediately to Government requests.

Quality	Deliverables are typically not well researched and contain many technical inaccuracies. Rework is frequently required.	Deliverables are occasionally not well researched and contain some technical inaccuracies. Rework is occasionally required.	Deliverables received are well researched, complete and technically accurate. No more than one (1) revision is typically needed to accept the item. Other deliverables meet all Contract requirements.	Deliverables received are well researched, complete, and technically accurate. Other deliverables meet all Contract requirements.	Deliverables received are always well researched, complete, and technically accurate. They frequently exceed technical expectations. Rework is not required. Other deliverables typically exceed all Contract requirements.
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II. Staffing

	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides marginally qualified personnel. Lapses in coverage occur more than occasionally.	Contractor provides qualified personnel. Lapses in coverage occur occasionally and are successfully managed by the Contractor to minimize impact on timeliness or quality. New/and or substitute resumes submitted IAW contract requirements. Personnel work products fully consistent with resume qualifications.	Contractor provides a mix of qualified and highly qualified personnel. Lapses in coverage are rare and are successfully managed by the Contractor with no impact on timeliness or quality. New/and or substitute resumes submitted IAW contract requirements. Personnel work products fully consistent with resume qualifications.	Contractor provides highly qualified personnel. No lapses in coverage. New and/or substitute resumes submitted IAW contract requirements. Personnel work products fully consistent with resume qualifications.
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III. Customer Satisfaction

	Contractor fails to meet customer expectations.	Contractor occasionally fails to meet customer	Contractor meets customer expectations.	Contractor routinely meets or occasionally exceeds	Contractor exceeds customer expectations.
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		expectations.		customer expectations.	
IV. Management Performance					
Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are generally resolved but take unusual Government effort to resolve or take an excessive amount of time to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems occur infrequently and are generally resolved quickly with minimal Government involvement.	Problems are non-existent or the Contractor takes corrective action without Government involvement.
Responsiveness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is occasionally unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally proactive in anticipating concerns.	Contractor's management takes proactive approach in dealing with Government representatives and anticipates concerns.
Communication	Contractor fails to communicate with Government in an effective and timely manner.	Contractor occasionally fails to communicate with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner and is frequently proactive in managing communications.	Contractor takes proactive approach such that communications are almost always clear, effective, and timely.
V. Cost Management & Efficiency					
Cost Mgmt & Reporting	Contractor regularly experiences cost overruns. Cost reports are late and contain errors. Invoicing is not accurate or submitted in a timely manner.	Contractor may experience occasional cost overruns. Cost reports are occasionally late and/or contain errors. Invoices are	Contractor routinely completes the effort within the originally agreed-to estimated cost. Funds and resources are used in cost-effective manner.	Contractor routinely completes the effort within the originally agreed-to estimated cost and experiences occasional cost underruns. Funds and resources are used in cost-effective	Contractor often completes the effort at lower than estimated costs. Funds and resources used in a most cost-effective manner. Cost reports are timely, accurate, complete, and clearly written.

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 59 of 157	FINAL
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1.0 INTRODUCTION

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

2.0 ORGANIZATION

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

3.0 RESPONSIBILITIES

The responsibilities of the award-term organization are as specified in paragraph E.7 of the QASP.

4.0 AWARD-TERM PROCESSES

a. Award-Term Evaluation. Evaluation results will be based on the Contractor's performance during each evaluation period.

b. Evaluation Criteria. Any changes to award term evaluation criteria may be proposed by either party and shall be made only by bilateral modification to the QASP.

c. Informal Interim Evaluation Process. The PCO may provide informal interim evaluation results and notifies the Contractor of the strengths and weaknesses for the current evaluation period. The PCO may also issue letters at any other time when it is deemed necessary to highlight areas of Government concern.

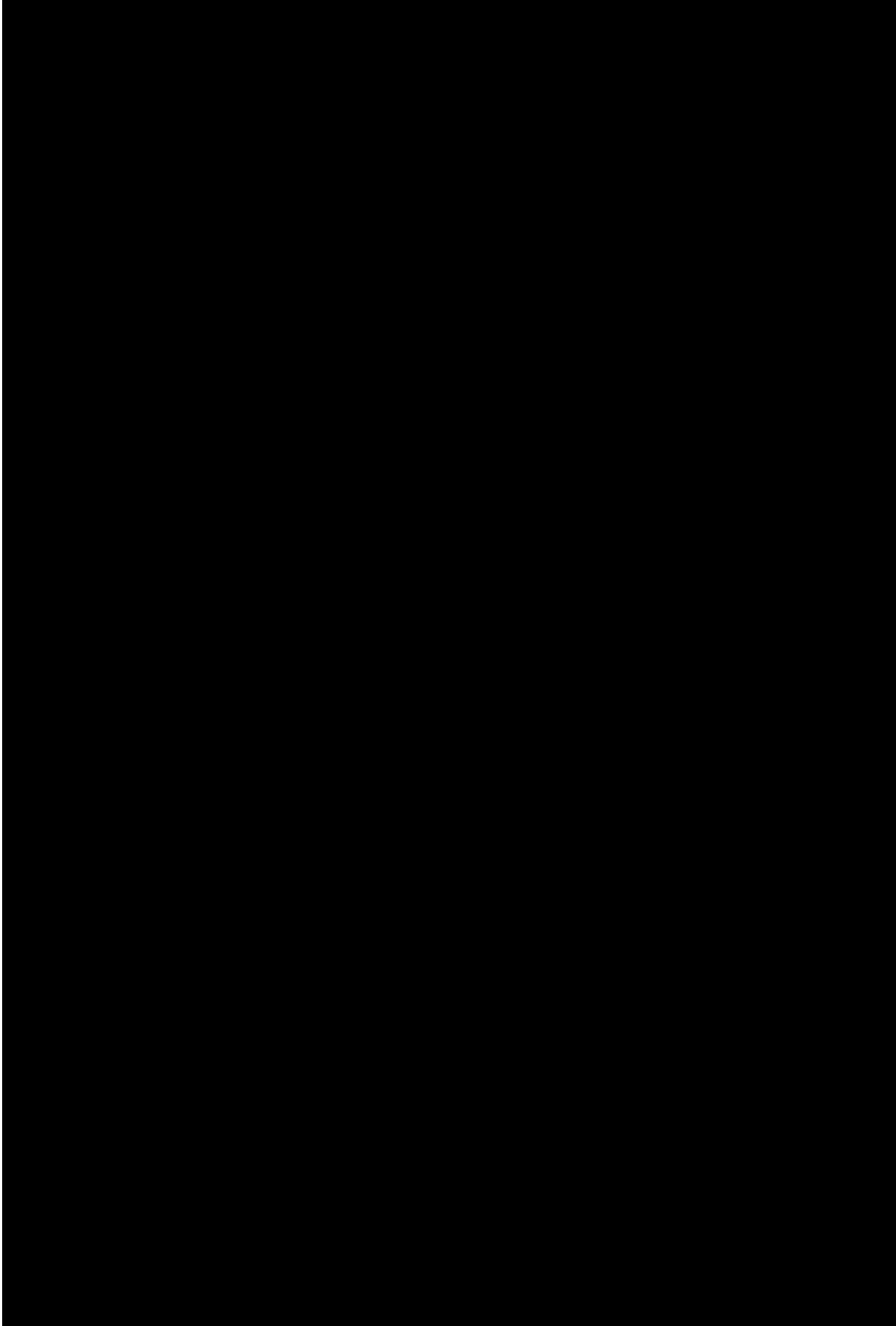
d. End-of-Period Evaluations. The "end of period" evaluation to determine whether the first award term (CLIN 7300) will be issued shall occur in Option 2 in accordance with the schedule in paragraph E.8 of the QASP. The "end of period" evaluation for the second award term (CLIN 7400) shall also be in accordance with the QASP schedule.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 60 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 64 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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9/28/2020 - 9/27/2021

F.1 HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

(a) The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows: See above.

F.2 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 destinations(s) and at the time(s) specified in on the Contract Data Requirements List(s), DD Form 1423.

F.3 Services to be performed hereunder will be provided at CSCS/ATRC 5395 First Street, Dahlgren, VA 22448.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 65 of 157	FINAL
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SECTION G CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING DATA

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

G.2 SPECIAL INVOICE INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/work breakdown structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/WBS item level. Each identified project/work area/WBS shall be invoiced by its associated CLIN and ACRN.

G.3 PAYMENT INSTRUCTIONS

(a) The following payment instruction clause applies:

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

(a) The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order. Alpha/Alpha; Alpha/Numeric; Numeric/Alpha; and Numeric/Numeric.

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

(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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 66 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

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G.5 252.232-7006 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.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 67 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Routing Data Table	
Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S5111A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N3596A
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	**
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, 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.

COR: [REDACTED]

(g) *WAWF point of contact.*

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

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

(End of Clause)

G.6 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth in Attachment J.2, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Administration Office, the Government will furnish the following for use in the performance of this Task Order.

G.6.1 The Contractor shall maintain all GFP provided in attachment J.2 in a DSS approved closed area capable of processing material up to the SECRET level. In the event the Contractor does not have an approved area, a plan to accomplish must be provided.

G.7 5252.245-9109 GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (SEP 1990)

The Government will provide only that property set forth in Attachment J.2, notwithstanding any term or condition of this contract to the contrary. Upon

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 68 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for incorporation in the equipment to be delivered under Item(s) of this Task Order.

G.8 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING 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 subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime Contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

G.9 Dd1-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[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 NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 69 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Contract Specialist:

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

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

Administrative Contracting Officer (ACO):

(a) Name: DCMA Hampton
[REDACTED]
Code: S5111A
Address: 2000 Enterprise Parkway, Suite 200
Hampton VA 23666
[REDACTED]
[REDACTED]
E-mail: dcma.virginia@dcma.mil

(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):

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[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):

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

Alternate Contracting Officer Representative (ACOR):

[REDACTED]
[REDACTED]

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 70 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

[REDACTED]

(c) 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):

(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.

Paying Office

(a) Name: DFAS Columbus Center, South Entitlement Operations
Address: P. O. Box 182264
Columbus, OH 43218-2264

(b) The Paying Office makes all payments under the contract.

(c) For the status of payments please use MyInvoice at <https://myinvoice.csd.disa.mil/index.htm>. First time users must register prior to use MyInvoice.

(End of Clause)

G.10 Ddl-G11 CONSENT TO SUBCONTRACT

[REDACTED]

G.11 Ddl-G12 POST AWARD MEETINGS

G.11.1 A Post Award Meeting with the successful offeror will be conducted within ten (10) working days after award of the contract. The meeting will be held at a Government facility or via teleconference (to be identified at Task Order award).

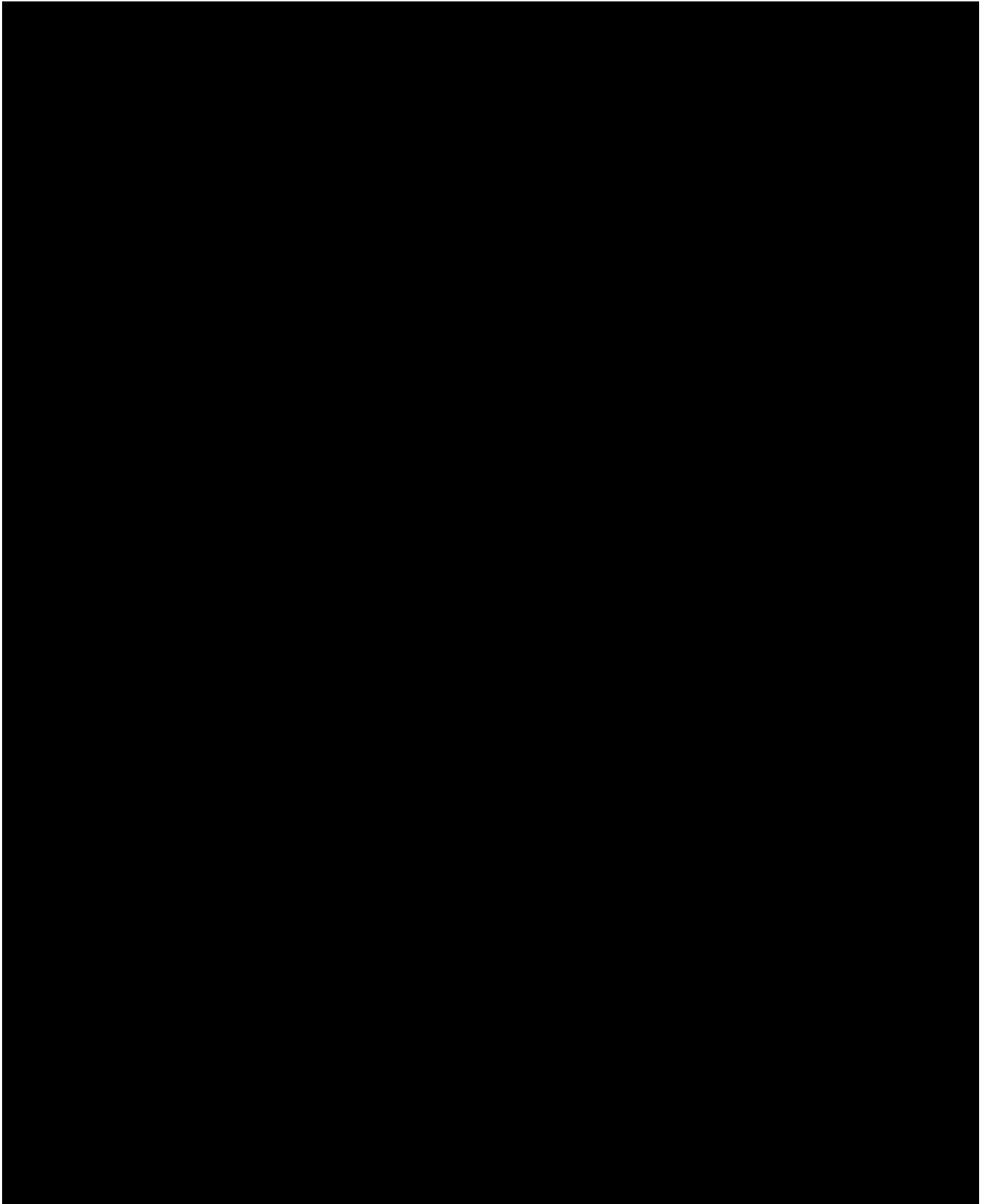
G.11.2 The Contractor will be given at least five working days' notice prior to the date of the meeting by the PCO.

G.11.3 The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

G.11.4 A second post award meeting may, if necessary, be held after the

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 71 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with DFAR 252.232-7006. The Contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist.



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 80 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the Statement of Work (SOW), the Government requires personnel with the appropriate experience and professional qualifications. The applicable labor categories and associated qualifications are listed in Sections H.2 and H.3 below. Key Personnel qualification levels are considered to be desired for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of key personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels for key personnel are considered to be minimums for any growth beyond those individuals initially proposed. Non-Key Personnel are the personnel proposed to provide hours in labor categories that are not identified as Key and the qualification levels are minimums.

(a) Experience - The desired experience for each Key Labor Category must be directly related to the tasks and programs listed in the SOW.

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offers' ability to perform the Task Order. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work. DoD 8570 Directive Certifications are required for this Task Order.

(c) Accumulation of Qualifying Experience - Categories of experience may be accumulated concurrently.

H.2 KEY PERSONNEL - QUALIFICATIONS

PROGRAM MANAGER

Ten (10) years of experience in Combat System engineering development. Seven (7) of ten (10) years experience of demonstrated qualities of leadership and responsibility in DOD Contract Program Management, and demonstrated responsibility for directing a multi-disciplined team of technical experts to produce a product within cost, schedule and time constraints.

SENIOR EXERCISE DEVELOPER

Four (4) years Combat Systems shipboard experience including two (2) deployments as CIC watch stander. At least Four (4) of four (4) years of experience developing multi-threat, multi-war force scenarios in ACTS, ACSIS, Next Generation Simulator, and BFTT.

SENIOR ENGINEER ANALYST

Three (3) years of experience with the AEGIS Combat System Development to include: design, development, test and evaluation, lifetime support maintenance, configuration management, and tactical training. Experience in the use of Learning Management Systems (LMS), SCORM, and Web multimedia development tools such as HTML 5.

SENIOR SOFTWARE ENGINEER

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 81 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Five (5) years of experience in computer program requirements definition, design, programming, and debug to include computer-based training applications. Experience in the use of Learning Management Systems (LMS), SCORM, and Web multimedia development tools such as HTML 5. Demonstrated experience in creation of software programs, e.g., games, computer-based education, military interactive courseware, desktop publishing, spreadsheets, client/server applications, multimedia, interactive multimedia instruction, Internet technology, distance learning, and simulations. Experience in updating, repair, and modify code and routines of existing software programs.

SENIOR INSTRUCTIONAL DEVELOPER

Five (5) years of experience in Instructional Design using a systems approach to Computer Based Training, of which two (2) years includes Computer Based Training Systems with emphasis on development of Interactive Courseware, Simulations, associated documentation, and instructor preparation/training. Experience in Learning Management Systems (LMS), Electronic Performance Support Systems (EPSS), SCORM, Human Performance Technology (HPT), Web/multimedia development tools such as HTML 5 and Dreamweaver, graphic design/manipulation tools such as PhotoShop and PageMaker, interface and screen design, interactive design, and simulation design. Experience Conducting analyses to identify and validate training requirements, document results of analyses, and develop and recommend training strategies for consideration of decision-makers.

SENIOR AEGIS COMBAT SYSTEMS SPECIALIST

Four (4) years Combat System shipboard experience including two (2) deployments as a senior CIC watch stander onboard a CG or DDG. At least six (6) of six (6) years as a Combat System Instructor. Demonstrated progressive experience in supervising the planning, organizing, review and implementation of Combat System training needs and requirements. Demonstrated ability in development of training materials. Demonstrated experience in the following knowledge of training methods, monitored simulations or problem-solving scenarios, and interactive, multimedia instructional technologies.

AEGIS COMBAT SYSTEMS DATA COLLECTION SPECIALIST

Four (4) years Combat System shipboard experience including two (2) deployments as a senior CIC watch stander onboard a CG or DDG. At least four (4) of four (4) years as a Combat System Instructor. One (1) individual will require a Top Secret Clearance with Sensitive Compartmented Information (SCI) eligibility. Demonstrated progressive experience in supervising the planning, organizing, review and implementation of Radar Data Collection Operational needs and requirements. Demonstrated ability to develop Standard Operational procedures, training materials, and operational materials. Demonstrated ability to operate the ACS in multiple configurations to validate radar data collection missions.

H.3 NON-KEY PERSONNEL - MINIMUM QUALIFICATIONS

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 82 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

INSTRUCTIONAL DEVELOPER

Two (2) years experience in Instructional Design using a systems approach to Computer Based Training, which includes Computer Based Training Systems with an emphasis on development of Interactive Courseware, Simulations, associated documentation, and instructor preparation/ training. Experience in Learning Management Systems (LMS), Electronic Performance Support Systems (EPSS), SCORM, Human Performance Technology (HPT), Web/multimedia development tools such as HTML 5 and Dreamweaver, graphic design/manipulation tools such as PhotoShop and PageMaker, interface and screen design, interactive design, and simulation design. Experience in conducting analyses to identify and validate training requirements, document results of analyses, and develop and recommend training strategies for consideration of decision-makers.

SOFTWARE ENGINEER

Two (2) years experience in computer program requirements definition, design, programming, and debug to include computer-based training applications. Experience in the use of Learning Management Systems (LMS), SCORM, and Web multimedia development tools such as HTML 5. Experience in creating software programs, e.g., games, computer-based education, military interactive courseware, desktop publishing, spreadsheets, client/server applications, multimedia, interactive multimedia instruction, Internet technology, distance learning, Simulations and virtual reality. Experience in updating, repair, and modify code and routines of existing software programs. One (1) individual will require a Top Secret clearance with Sensitive Compartmented Information (SCI eligibility).

CONFIGURATION MANAGEMENT SPECIALIST

Experience in supporting technical documentation, baseline and change configuration items. Experience in maintaining data and information, audit results and provide support to Configuration Control.

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5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATIONS 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 the references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows"

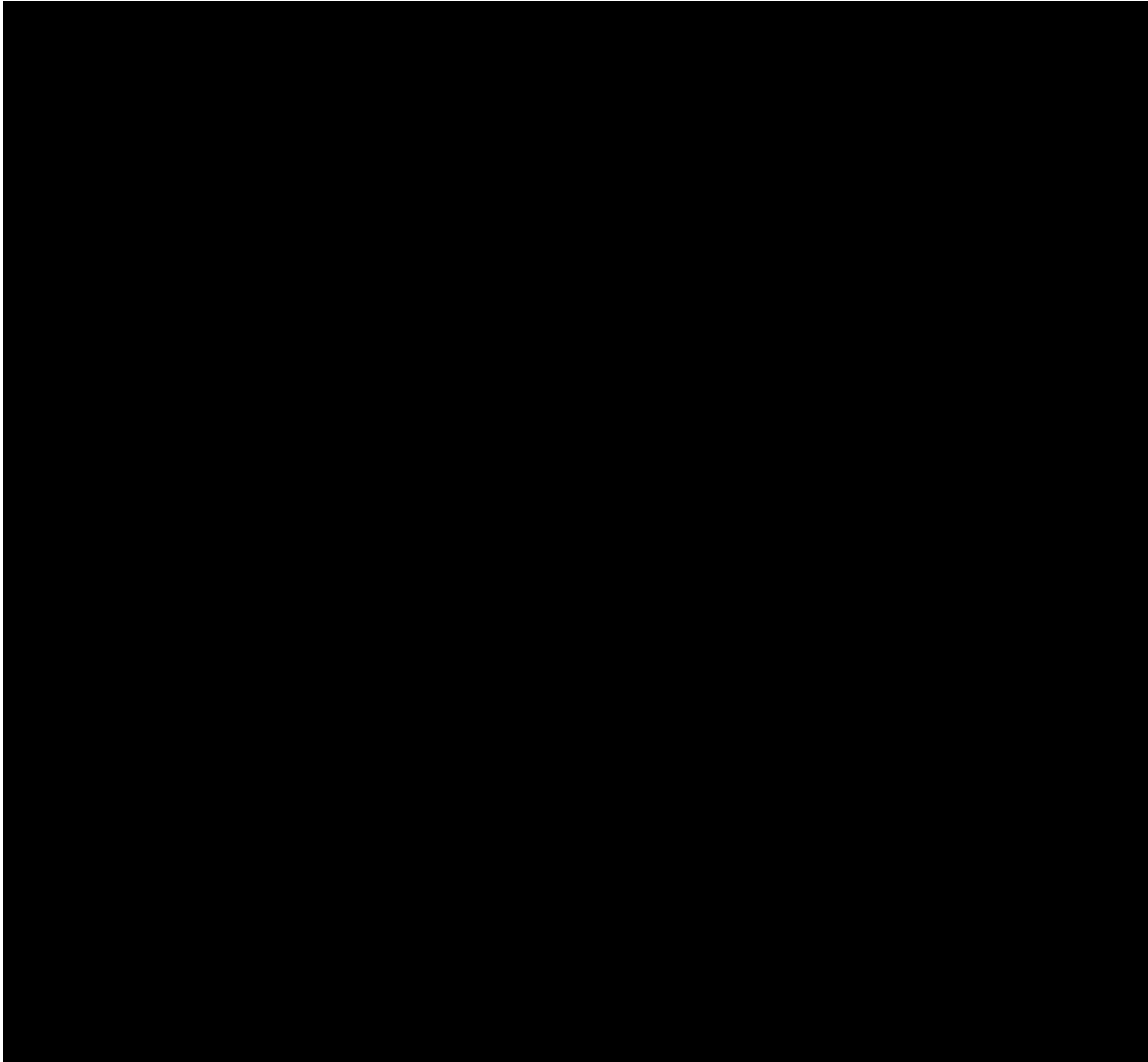
CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 83 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

H.4 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 the man-hours of direct labor identified in the table below, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed Level of Effort.



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 84 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

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

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

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

(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 subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 85 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total Level of Effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

H.5 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYDH-40010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

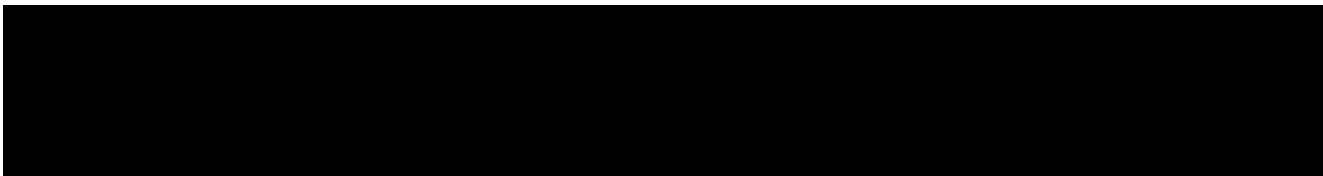
(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

H.6 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 86 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

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

H.7 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

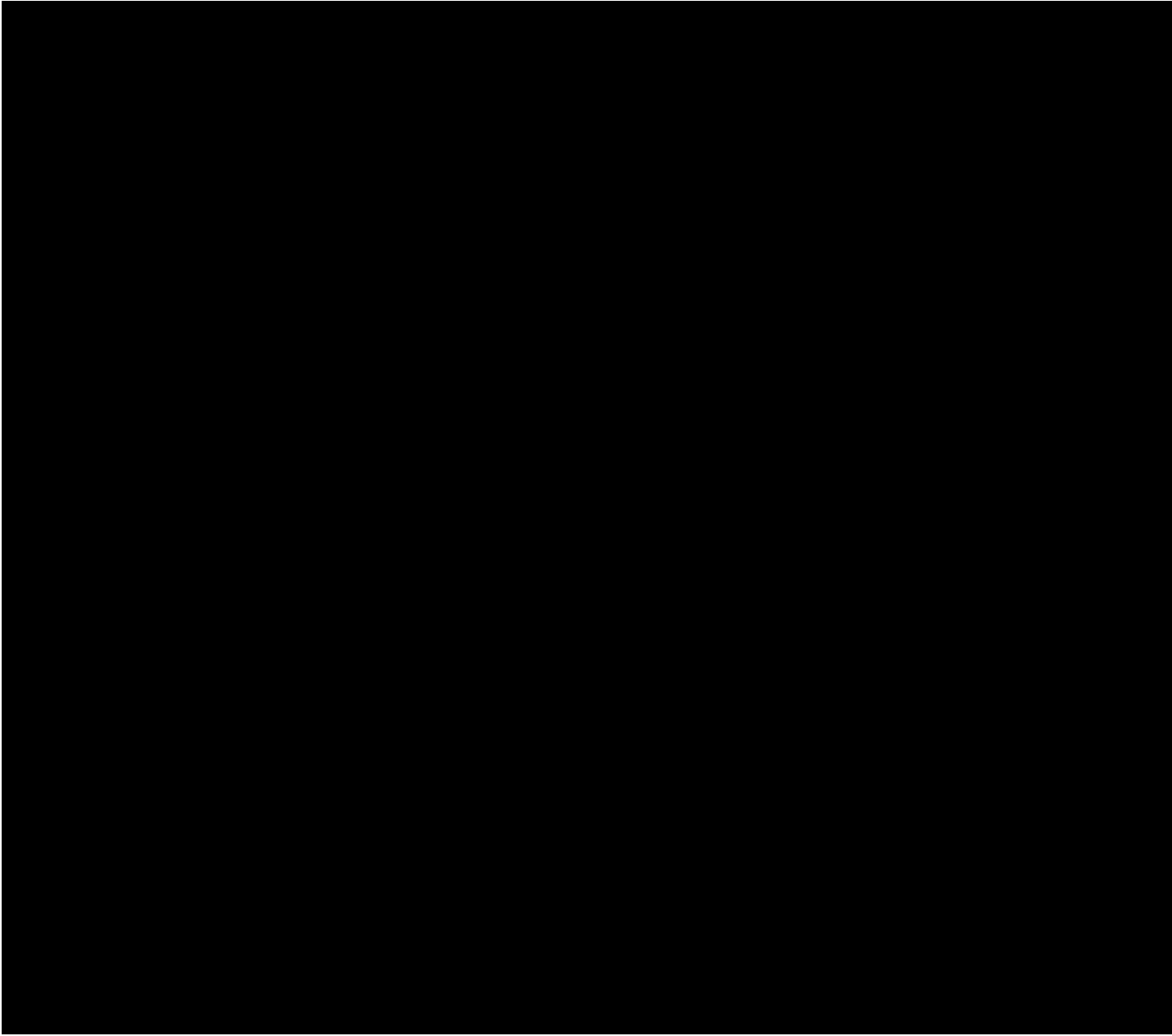
(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.8 Ddl-H10 FUNDING PROFILE

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 87 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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



H.9 Dd1-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 88 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(d) TRIPWIRE NOTIFICATION: If the employee is a current employee of the Contractor (or a subcontractor), the fully burdened hourly rate that will be invoiced under the 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.

H.10 LABOR TRIPWIRE JUSTIFICATIONS

The Contractor shall advise the COR and the Contract Specialist, by email, if the pending addition of any individual (Key or non-Key) will be at a fully loaded (through target 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 he is advised by the Contract Specialist that the request has been approved.

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 subcontractor or consultant, the rate build-up shall include the prime Contractor's pass through rate.

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 occur during performance.

H.11 RESUME FORMAT AND CONTENT REQUIREMENTS

In order to facilitate evaluation, all resumes shall be provided in the following format, and not exceed three (3) pages each:

(a) 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 in JPAS (identify if interim or final)
- Current work location
- Planned work location upon award of this Task Order

(b) EDUCATION/PROFESSIONAL DEVELOPMENT - 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. For education and training, the following format is preferred:

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 89 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

·Academic: Degree(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

(c) CHRONOLOGICAL WORK HISTORY/EXPERIENCE

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

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

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.

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

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.

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. Gaps in experience shall be noted.

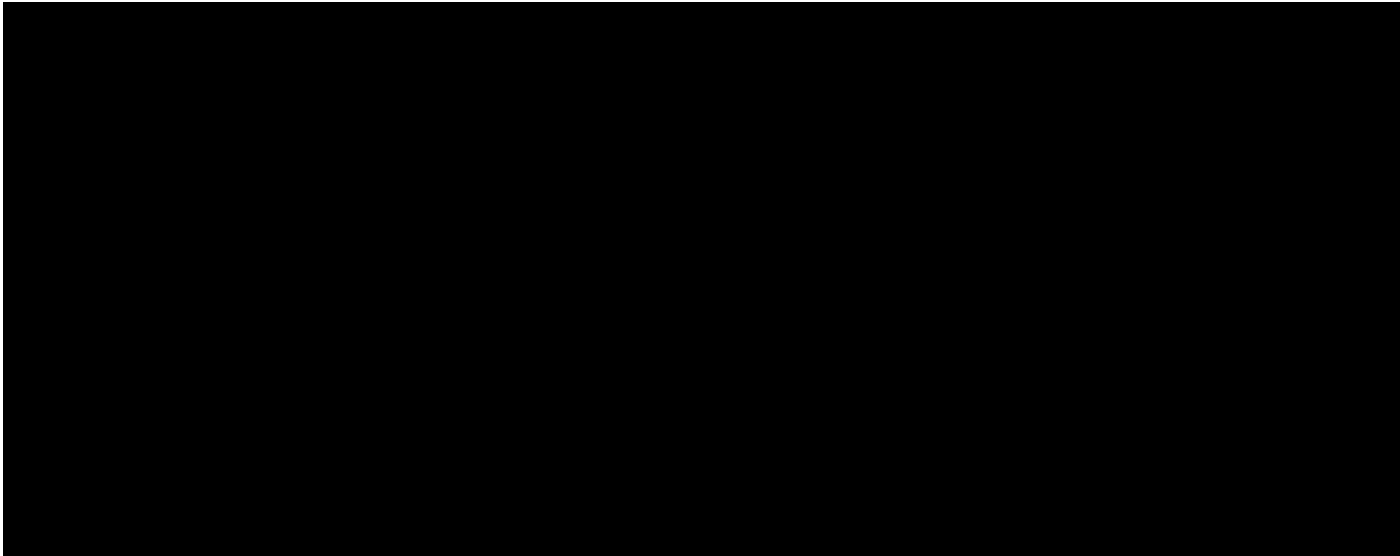
Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects.

I consent to the disclosure of my resume for **NSWCDD Task Order N00178-04-D-4127-0015 by SCCI** and intend to make myself available to work under any resultant contract to the extent possible.

H.12 SAVINGS INITIATIVES



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 90 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 91 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION I CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	Dec 2011
52.219-6	Notice of Total Small Business Set-Aside	Nov 2011
52.232-40	Providing accelerated Payments to Small Business Subcontractors	Dec 2013
252.204-7000	Disclosure of Information	Dec 1991
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	Dec 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	Feb 2014
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	Apr 2003

All clauses in the Offeror's MAC contract apply to this Task Order with the exception of 252.227-7038, 52.227-3, and 52.227-13

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

I.2 CLAUSES INCORPORATED BY FULL TEXT

52.216-10 INCENTIVE FEE (June 2011)

(Applicable to CLIN 7000; if exercised, CLINs 7100 and 7200; if awarded, CLINs 7300 and 7400.)

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

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

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

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

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 92 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

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

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

(e) Fee payable

(1) The fee payable under this contract shall be the target fee increased by thirty cents (\$0.30) for every dollar that the total allowable cost is less than the target cost or decreased by thirty cents (\$0.30) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than nine percent (9.0%) or less than three percent (3.0%) of the target cost.

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

(i) Payments made under assignments; or

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

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

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 93 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

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

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

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

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

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

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

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

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

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

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

(c) The total duration of this contract, including the exercise of any

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 94 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(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 multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

52.222-50 -- Combating Trafficking in Persons.

As prescribed in (a)(1), insert the following clause:[22.1705](#)

Combating Trafficking in Persons (Mar 2015)

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

"Agent" means any individual, including a director, an officer, an employee,

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 95 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Commercially available off-the-shelf (COTS) item" means—

- (1) Any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced labor" means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 96 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

"Severe forms of trafficking in persons" means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 97 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 98 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 99 of 157	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 100 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at [.http://www.state.gov/j/tip/](http://www.state.gov/j/tip/)

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [.help@befree.org](mailto:help@befree.org)

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 101 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

252.239-1 PRIVACY OR SECURITY SAFEGUARDS (Aug 1996)

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

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

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

252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-00010)(FEB 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.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 102 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

(d)(1) In accordance with Section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations ACE 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available under that or any other Act) may be prohibited, if the Government determines that the Contractor is not in compliance with the provision of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions the contract as a result of Government action under this clause.

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the USD (AT&L) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008, (available at DFARS [PGI 204.4](#)).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (DEC 2015)

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

"Controlled technical information," "covered contractor information system," and "covered defense information" are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 103 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012 (b)(1)(ii))-

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of-

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information. (DEC 2015)

(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 information that-

(1) Is-

(i) Provided to the Contractor by or on behalf of DoD in connection with the performance of the contract; or

(ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the Contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 104 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(i) Controlled technical information.

(ii) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

"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.

(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.

(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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 105 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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.

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEC 2015)

(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.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"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 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 information that—

(i) Is—

(A) Provided to the Contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the Contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 106 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(B) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies (e.g., privacy, proprietary business information).

"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.

"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 information is recorded, stored, or printed within an 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.

"Rapid(ly) report(ing)" 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-Non Commercial 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) *Adequate security*. The Contractor shall provide adequate security for all covered defense information on all covered Contractor information systems that support the performance of work under this contract. To provide adequate

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 107 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

security, the Contractor shall-

(1) Implement information systems security protections on all covered Contractor information systems including, at a minimum-

(i) For covered Contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government-

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

(B) 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; or

(ii) 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)(i) of this clause-

(A) 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," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(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, 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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 108 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by 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 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;

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 109 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(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 a covered Contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

252.222-7002 Compliance with Local Labor Laws (Overseas).

As prescribed in [222.7201](#)(a), use the following clause:

COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all:

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 110 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

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

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

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

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

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

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

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

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015)

(a) Definitions. As used in this clause—

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 111 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen n and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Non-CAAF" means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in-

(i) Contingency operations;

(ii) Peace operations, consistent with Joint Publication 3-07.3; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 112 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 113 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of "sexual assault" in DoD Directive 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 114 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal host-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 115 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 116 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

provided through-

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that-

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall-

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific

designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 117 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD(AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 118 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, Operational Contractor Support. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 119 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall $\frac{3}{4}$

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 120 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is;

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from

(1) Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(2) Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD (SOLIC); telephone, DSN 227-7205 or commercial (703) 697-7205.

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 121 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

(i) Is not affiliated with the prime Contractor or a first-tier Subcontractor on the program or effort, or with any

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

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 122 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

process to the extent necessary to permit identification of physically and functionally interchangeable items.

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support Contractor in performance of its covered

Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

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

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

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

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

(16) "Unlimited rights" means rights to use, modify, reproduce, perform,

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 123 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

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

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

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or Subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

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

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

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

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

(2) Government purpose rights.

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 124 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

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

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

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

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

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

(3) Limited rights.

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

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

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 125 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(iv) The Contractor acknowledges that—

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

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 126 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 127 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 128 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

LIMITED RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings. The rights and obligations of the

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 129 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

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

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

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

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

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

(ii) The data are available to the public without restrictions.

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

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

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

(k) Applicability to Subcontractors or suppliers.

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

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a Subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its Subcontractors or suppliers

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 130 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier Subcontractor's or supplier's rights in a Subcontractor's or supplier's technical data.

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

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

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

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

(a) Definitions. As used in this clause—

(1) "Commercial computer software" means software developed or regularly used for non-governmental purposes which—

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

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

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

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

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

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

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

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items,

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 131 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

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

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

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

(7) "Developed" means that-

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

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

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

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

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

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

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

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

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 132 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Such Contractors or Subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 133 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

Regulation Supplement (DFARS) or are Government Contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit Contractors or Subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that-

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government Contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support Contractors in the performance of covered Government support contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that-

(A) The Government shall not permit the covered Government support Contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in-

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 134 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or Subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

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

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

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

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

(2) Government purpose rights.

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

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

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

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

(B) The recipient is a Government Contractor receiving access to the software or 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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 135 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

under this contract that were developed exclusively at private expense.

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

(iii) The Contractor acknowledges that—

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

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

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

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

(4) Specifically negotiated license rights.

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

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

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

(i) The parties have agreed otherwise; or

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 136 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of 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:

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 137 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

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

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

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

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

Date _____
Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(1) General marking instructions. The Contractor, or its Subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 138 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address
Expiration Date

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No.
Contractor Name
Contractor Address

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

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 139 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

(End of legend)

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

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

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

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

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 140 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

scope of any license or other right otherwise granted to the Government under any patent.

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

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

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

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

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

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

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

(k) Applicability to Subcontractors or suppliers.

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

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

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

(4) In no event shall the Contractor use its obligation to recognize and protect Subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

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

(a) *Definitions.*

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 141 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

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

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

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

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

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

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

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data--Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause(s) of this contract.

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 142 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

another party or the sale or transfer of some or all of a business entity or its assets to another party.

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

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

(a) *Definitions*.

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

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

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

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

(d) *Requests for information*.

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

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

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 143 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

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

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

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

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

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

(g) *Challenge procedures.*

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 144 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

prepare a response.

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

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

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

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

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

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

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

(h) *Contractor appeal?Government obligation.*

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

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

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

(iii) Until final disposition by the appropriate Board of Contract Appeals or

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 145 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

court of competent jurisdiction, if the Contractor has:

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

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

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

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

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

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

(3) The agency head, on a nondelegable basis, may determine that urgent or compelling circumstances do not permit awaiting the filing of suit in an appropriate court, or the rendering of a decision by a court of competent jurisdiction or Board of Contract Appeals. In that event, the agency head shall notify the Contractor of the urgent or compelling circumstances. Notwithstanding paragraph (h)(1) of this clause, the Contractor agrees that the agency may use, modify, reproduce, release, perform, display, or disclose computer software marked with (i) government purpose legends for any purpose, and authorize others to do so; or (ii) restricted or special license rights for government purposes only. The Government agrees not to release or disclose such software unless, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS), or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The agency head's determination may be made at any time after the date of the Contracting Officer's final decision and shall not affect the Contractor's right to damages against the United States, or other relief provided by law, if its asserted restrictions are ultimately upheld.

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

(1) Sustained—

(i) Any restrictive marking on such computer software shall be struck or corrected at the Contractor's expense or ignored; and

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

(2) Not sustained—

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 146 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

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

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

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

(a)(1) For contracts in which the Government will furnish the Contractor with technical data, the terms "covered Government support contractor," "limited rights," and "Government purpose rights" are defined in the clause at 252.227-7013, Rights in Technical Data-Noncommercial Items.

(2) For contracts in which the Government will furnish the Contractor with computer software or computer software documentation, the terms "covered Government support contractor," "government purpose rights," and "restricted rights" are defined in the clause at 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

(3) For Small Business Innovation Research program contracts, the terms "covered Government support contractor," "limited rights," "restricted rights," and "SBIR data rights" are defined in the clause at 252.227-7018, Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR)Program.

(b) Technical data or computer software provided to the Contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) *GFI marked with limited rights, restricted rights, or SBIR data rights legends.*

(i) The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends, computer software received with restricted rights legends, or SBIR technical data or computer software received with SBIR data rights legends (during the SBIR data protection period) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause.

(2) *GFI marked with government purpose rights legends.* The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 147 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7.

(3) *GFI marked with specially negotiated license rights legends.*

(i) The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(ii) If the Contractor is a covered Government support contractor, the Contractor may also be subject to some or all of the additional terms and conditions at paragraph (b)(5) of this clause, to the extent such terms and conditions are required by the specially negotiated license.

(4) *GFI technical data marked with commercial restrictive legends.*

(i) The Contractor shall use, modify, reproduce, perform, or display technical data that is or pertains to a commercial item and is received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, use the technical data to manufacture additional quantities of the commercial items, or release or disclose such data to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause.

(5) *Covered Government support contractors.* If the Contractor is a covered Government support contractor receiving technical data or computer software marked with restrictive legends pursuant to paragraphs (b)(1)(ii), (b)(3)(ii), or (b)(4)(ii), the Contractor further agrees and acknowledges that—

(i) The technical data or computer software will be accessed and used for the sole purpose of furnishing independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of the program or effort to which such technical data or computer software relates, as stated in this contract, and shall not be used to compete for any Government or non-Government contract;

(ii) The Contractor will take all reasonable steps to protect the technical data or computer software against any unauthorized release or disclosure;

(iii) The Contractor will ensure that the party whose name appears in the legend is notified of the access or use within thirty (30) days of the Contractor's access or use of such data or software;

(iv) The Contractor will enter into a non-disclosure agreement with the party

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 148 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

whose name appears in the legend, if required to do so by that party, and that any such non-disclosure agreement will implement the restrictions on the Contractor's use of such data or software as set forth in this clause. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(v) That a breach of these obligations or restrictions may subject the Contractor to—

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

(B) Civil actions for damages and other appropriate remedies by the party whose name appears in the legend.

(c) *Indemnification and creation of third party beneficiary rights.* The Contractor agrees—

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

(d) 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 any GFI covered by this clause.

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

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

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 149 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(b) *Presumption regarding development exclusively at private expense.*

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

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

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

(d) *Prechallenge request for information.*

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

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

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 150 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) *Challenge.*

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 151 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

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

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

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

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

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes statute

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 152 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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

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

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

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

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

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

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

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

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

(1) Is publicly available;

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

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

(j) *Decision not to challenge.* A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 153 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

marking or asserted restriction shall not constitute "validation."

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

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

252.228-7003 Capture and Detention.

As prescribed in 228.370(c), use the following clause:

CAPTURE AND DETENTION (DEC 1991)

(a) As used in this clause—

(1) "Captured person" means any employee of the Contractor who is—

(i) Assigned to duty outside the United States for the performance of this contract; and

(ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or

(iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either—

(A) Engaged in activity directly arising out of and in the course of employment under this contract; or

(B) Captured in an area where required to be only in order to perform this contract.

(2) A "period of detention" begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.

(3) "United States" comprises geographically the 50 states and the District of Columbia.

(4) "War Hazards Compensation Act" refers to the statute compiled in Chapter 12 of Title 42, U.S. Code (sections 1701-1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of—

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 154 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

252.233-7001 Choice of Law (Overseas).

As prescribed in 233.215-70, use the following clause:

CHOICE OF LAW (OVERSEAS) (JUN 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

252.246-7001 WARRANTY OF DATA - BASIC (MAR 2014)

(a) *Definition.* "Technical data" has the same meaning as given in the clause in this contract entitled Rights in Technical Data and Computer Software.

(b) *Warranty.* Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) *Contractor Notification.* The Contractor agrees to notify the Contracting

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 155 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) *Remedies.* The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

(1) Within a reasonable time after such notification, the Contracting Officer may—

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may, within a reasonable time of the refusal or failure—

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

AWARD TERM CLAUSE

In addition to the terms set forth elsewhere in the contract, and as provided in the QASP, the Contractor may earn an extension of one (1) to two (2) years on the basis of performance during the evaluation periods. The Contractor is evaluated using QASP criteria during each year of contract performance. During the third year (Option 2), if performance is evaluated as Very Good for three of the five major elements and not less than Satisfactory for the remaining two major elements, the Contractor earns Year 4 (Award Term 1); if performance is evaluated as Very Good for three of the five major elements and not less than Satisfactory for the remaining two major elements in Year 4, the Contractor earns Year 5 (Award Term 2).

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

(b) Monitoring of Performance. The Contractor's performance will be continually monitored by the COR and Subject Matter Experts whose findings are reported by the COR to the PCO together with a recommendation regarding

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 156 of 157	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

awarding of the Award Term period. The PCO makes the final decision on the award-term on the basis of the Contractor's performance during the award-term evaluation period.

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

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

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

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

(g) Award-Term Extension. The contract period may be modified to reflect the PCO's decision. The award-term provision must be included in the solicitation and resulting Task Order. If at any time the contract period does not extend more than two years from the PCO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0015	AMENDMENT/MODIFICATION NO. 30	PAGE 157 of 157	FINAL
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SECTION J LIST OF ATTACHMENTS

Exhibit A - CDRL A001 Progress Report

Exhibit A - CDRL A002 Minutes-Trip Reports

Exhibit A - CDRL A003 Reports

Exhibit A - CDRL A004 Documentation

Exhibit A - CDRL A005 Courseware-Lessons

Exhibit A - CDRL A006 POAMS

Exhibit A - CDRL A007 Agendas

Exhibit A - CDRL A008 Database

Exhibit A - CDRL A009 Presentation

Exhibit A - CDRL A010 GFP Reporting

Attachment J.1 - DD Form 254 (S)

Attachment J.2 - Government Furnished Property Rev. 3

Attachment J.3 DD Form 254 (TS), (REV 1)

Attachment J.4 - COR Appointment Letter

Attachment J.5 - ACOR Appointment Letter

Attachment J.6 - ACOR Appointment Letter: B. Parker