

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
V

PAGE OF PAGES  
1 3

2. AMENDMENT/MODIFICATION NO.  
35

3. EFFECTIVE DATE  
07-Jan-2016

4. REQUISITION/PURCHASE REQ. NO.  
1300542778

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

6. ISSUED BY CODE

N00178

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

S2404A

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

DCMA Manassas  
14501 George Carter Way  
Chantilly VA 20151

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)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4127-0009

10B. DATED (SEE ITEM 13)

15-Feb-2013

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.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)  
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)

Christina S Good, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Christina S Good

(Signature of Contracting Officer)

07-Jan-2016

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. 0009	AMENDMENT/MODIFICATION NO. 35	PAGE 2 of 3	FINAL
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## GENERAL INFORMATION

The reason for this modification is to provide increments of funding to CLIN 7200 pursuant to FAR 52.232-22 Limitation of Funds.

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 \$2,711,985.00 by \$142,236.00 to \$2,854,221.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7201BL	WCF	0.00	31,891.00	31,891.00
7201BM	WCF	0.00	19,945.00	19,945.00
7201BN	WCF	0.00	16,552.00	16,552.00
7201BP	WCF	0.00	73,848.00	73,848.00

The total value of the order is hereby increased from \$3,054,721.00 by \$0.00 to \$3,054,721.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7201AA	218,393.00	(142,236.00)	76,157.00
7201BL	0.00	31,891.00	31,891.00
7201BM	0.00	19,945.00	19,945.00
7201BN	0.00	16,552.00	16,552.00
7201BP	0.00	73,848.00	73,848.00

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

CLIN/SLIN	From	To
7201BL		12/18/2015 - 2/29/2016
7201BM		12/16/2015 - 2/29/2016
7201BN		12/15/2015 - 2/29/2016
7201BP		12/15/2015 - 2/29/2016

ACRNs, Lines of Accounting, Requisition Numbers and other financial information associated with MOD 35 appear at the end of Section G. In addition, Special Invoicing/Special Payment Instructions also apply to this Task Order per section G.

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In Section H, the clauses NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS and FUNDING PROFILE are updated to reflect the funding changes in this modification.

AID # 142257

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4000	B599	Base Year Engineering and technical support for the development and life-cycle management of information systems in accordance with Section C, PWS (Fund Type - TBD)					\$935,971.00
400001	B599	AWARD AA \$84,033 (O&MN,N)					
400002	B599	AWARD AB \$50,700 (RDDA)					
400003	B599	AWARD AC \$36,570 (SCN)					
400004	B599	MOD 1 AD \$21,764 (RDT&E)					
400005	B599	MOD 1 AE \$15,000 (RDT&E)					
400006	B599	MOD 1 AE \$9,917 (RDT&E)					
400007	B599	MOD 1 AF \$21,581 (RDT&E)					
400008	B599	MOD 1 AG \$21,090 (RDT&E)					
400009	B599	MOD 2 AJ \$48,405 (RDT&E)					
400010	B599	MOD 2 AC \$12,380 (SCN)					
400011	B599	MOD 2 AK \$49,567 (RDT&E)					
400012	B599	MOD 2 AL \$29,750.00 (O&MN,N)					
400013	B599	MOD 2 AM \$11,988.00 (SCN)					
400014	B599	MOD 2 AN \$11,988.00 (SCN)					
400015	B599	MOD 2 AP \$30,800.00 (RDT&E)					
400016	B599	MOD 3 AQ \$32,000.00 (RDT&E)					
400017	B599	Mod 4 AR \$30,000 (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
400018	B599	Mod 4 AS \$30,000 (O&MN,N)					
400019	B599	Mod 4 AT \$39,516 (SCN)					
400020	B599	Mod 5 AU \$52,909 (RDT&E)					
400021	B599	MOD 5 AV \$50,405 (RDT&E)					
400022	B599	MOD 5 AW \$25,974 (OPN)					
400023	B599	MOD 5 AX \$20,000 (SCN)					
400024	B599	MOD 5 AY \$10,000 (RDT&E)					
400025	B599	MOD 5 AY \$10,000 (RDT&E)					
400026	B599	MOD 5 AZ \$13,000 (RDT&E)					
400027	B599	MOD 5 BA \$10,000 (SCN)					
400028	B599	MOD 5 BB \$10,000 (SCN)					
400029	B599	MOD 6 BC \$26,027 (O&MN,N)					
400030	B599	MOD 7 BD \$12,000 (SCN)					
400031	B599	MOD 7 BE \$19,953 (RDT&E)					
4100	B599	Option Period 1 Engineering and technical support for the development and life-cycle management of information systems in accordance with Section C, PWS (Fund Type - TBD)	████████	█	████████	████████	\$1,015,339.00
		████████	████████				
		████████	████████				
		████████	████████				
		████████	████████				
		████████	████████				
		████████	████████				
		████████	████████				
410001	B599	MOD 7 BF \$110,286 (RDT&E)					
410002	B599	MOD 7 BG \$19,000 (RDT&E)					
410003	B599	MOD 8 BH \$25,000 (SCN)					
410004	B599	MOD 8 BJ \$13,525 (O&MN,N)					
410005	B599	MOD 8 BK \$14,500 (SCN)					
410006	B599	MOD 8 BL \$50,749 (RDT&E)					
410007	B599	MOD 8 BM \$41,300 (Fund Type - OTHER)					
410008	B599	MOD 9 BN \$51,143 (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
410009	B599	MOD 10 BP \$20,000 (SCN)					
410010	B599	MOD 10 BQ \$13,316 (SCN)					
410011	B599	MOD 11 BR \$26,632 (SCN)					
410012	B599	MOD 11 BS \$27,632 (RDT&E)					
410013	B599	MOD 11 BT \$18,400 (RDT&E)					
410014	B599	MOD 11 BU \$36,050 (O&MN,N)					
410015	B599	MOD 11 BW \$22,680 (RDT&E)					
410016	B599	MOD 13 BX \$12,420 (O&MN,N)					
410017	B599	MOD 13 BY \$47,550 (O&MN,N)					
410018	B599	MOD 14 BZ \$18,998 (O&MN,N)					
410019	B599	MOD 15 CA \$18,721 (RDT&E)					
410020	B599	MOD 16 CB \$50,709 (RDT&E)					
410021	B599	MOD 16 CC \$13,316 (O&MN,N)					
410022	B599	MOD 17 CD \$30,000 (SCN)					
410023	B599	MOD 17 CE \$5,651 (RDT&E)					
410024	B599	MOD 17 CF \$20,000 (SCN)					
410025	B599	MOD 17 CG \$16,000 (O&MN,N)					
410026	B599	MOD 18 CH \$52,908 (RDT&E)					
410027	B599	MOD 19 CJ \$10,000 (RDT&E)					
410028	B599	MOD 19 CK \$10,750 (RDT&E)					
410029	B599	MOD 20 CL \$6,185 (O&MN,N)					
410030	B599	MOD 20 CM \$35,000 (SCN)					
410031	B599	MOD 20 CN \$32,575 (RDT&E)					
410032	B599	MOD 21 CP \$34,915 (O&MN,N)					
410033	B599	MOD 21 CQ \$8,500 (SCN)					
410034	B599	MOD 21 CR \$18,000 (RDT&E)					
410035	B599	MOD 21 CS \$20,000 (O&MN,N)					
410036	B599	MOD 21 CT \$11,150 (SCN)					
410037	B599	MOD 22 CU \$20,000 (RDT&E)					
410038	B599	MOD 23 CV \$2,500 (RDDA)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	B599	Base Period ODCs associated with Engineering and technical support for the development and life-cycle management of information systems in accordance with Section C, PWS (Fund Type - TBD)	1.0	LO	\$12,298.00
600001	B599	AWARD AA \$300 (O&MN,N)			
600002	B599	AWARD AB \$1,300 (RDDA)			
600003	B599	AWARD AC \$380 (SCN)			
600004	B599	MOD 01 AD \$270.00 (RDT&E)			
600005	B599	MOD 1 AE \$83.00 (RDT&E)			
600006	B599	MOD 1 AF \$270.00 (RDT&E)			
600007	B599	MOD 1 AG \$260.00 (RDT&E)			
600008	B599	MOD 2 AJ \$2,000.00 (RDT&E)			
600009	B599	MOD 2 AC \$300.00 (SCN)			
600010	B599	MOD 2 AK \$433.00 (RDT&E)			
600011	B599	MOD 2 AL \$250.00 (O&MN,N)			
600012	B599	MOD 2 AM \$1,000.00 (SCN)			
600013	B599	MOD 2 AN \$1,000.00 (SCN)			
600014	B599	MOD 2 AP \$380.00 (RDT&E)			
6100	B599	Option Period 1, ODCs associated with Engineering and technical support for the development and life-cycle management of information systems in accordance with Section C, PWS (Fund Type - TBD)	1.0	LO	\$27,100.00
610001	B599	MOD 7 BF \$2,450 (RDT&E)			
610002	B599	MOD 12 BV \$18,700 (RDT&E)			
610003	B599	MOD 13 BY \$2,450 (O&MN,N)			
610004	B599	MOD 20 CN \$3,500 (RDT&E)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7200	B599	Option Period 2 Engineering and technical support for the development and life-cycle management of information systems in accordance with Section C, PWS (Fund Type - TBD)  Option	0.0	LH	\$0.00	\$0.00	\$0.00
		Max Fee			\$0.00		







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

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
[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]	[REDACTED]
	[REDACTED]		[REDACTED]				
	[REDACTED]		[REDACTED]				
	[REDACTED]		[REDACTED]				
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	[REDACTED]		[REDACTED]				
	[REDACTED]		[REDACTED]				



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

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
[REDACTED]		[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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	[REDACTED]		[REDACTED]				
	[REDACTED]		[REDACTED]				















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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9201AF	B599	ODC in support of CLIN 7201 (SCN)	1.0	LO	\$4,500.00
9201AM	B599	ODC in support of CLIN 7201 (SCN)	1.0	LO	\$5,000.00
9201AN	B599	ODC in support of CLIN 7201 (RDDA)	1.0	LO	\$2,197.00

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

At the time of award, the number of labor hours listed above (0.0 LH) in the Base Period and each Option Period will be changed to coincide with the Level of Effort provided in Section H, SEA 5252.216-9122 Level of Effort clause and the number of hours reflected in the cost proposal of the successful offeror.

**NOTE 2: Option clause**

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

**NOTE 3: ODCs**

Unburdened travel cost are specified in Section L. Any ODCs other than travel, if proposed, will be limited to those approved at time of award.

**B.1 USE WHOLE DOLLARS ONLY**

All proposals shall be rounded to the nearest dollar.

**B.2 TYPE OF ORDER**

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

Items in the 4xxx and 7xxx series are cost plus incentive fee type.

Items in the 6xxx and 9xxx series are cost only, excluding fee.

**B.3 ADDITIONAL CLINS**

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

**B.4 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)**

This entire task order is cost reimbursable. The Labor CLINs are Cost Plus Incentive Fee (CPIF) and ODC CLINs are Cost Only.

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

Offeror shall fill in the below table wherever "STD" is indicated.

The first incentive fee calculation will be at the end of the second year of the task order. If Option Year 1 is not exercised, the incentive fee will be calculated at the end of the Base Year period of performance.

The min fee shall be no greater than three percent (3%). Target fee shall be no greater than seven percent (7%). Max fee shall be no greater than ten percent (10%). Contractors may propose lower fee rates as a Savings Initiative, as specified in Section L.6.0.

(1) The final target cost, target fee amounts shall be based upon the actual level of effort the contractor provides as defined in the following paragraph.

**Offeror to fill in all TBDs below**

Labor Costs	Labor Hours	Target Cost	Target Fee
[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]

(i) The final CPIF target cost for CLIN 4000, (and if to the extent Options are exercised) Option CLIN(s) 4100 and 7000, shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target cost column including cost of money, in the preceding table.

(ii) The final CPIF target fee for CLIN 4000 (if and to the extent Options are exercised) Option CLIN(s) 4100 and 7000 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hr in the target fee column of the preceding table.

(iii) The share ratio for the CPIF portion of the fee structure [REDACTED]

[REDACTED]

**B.5 HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT –ALTERNATE 1) (NAVSEA) (MAY 2010)**

(a) For purposes of this task order, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

**B.6 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

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

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

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

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travel costs incident to relocation.

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SECTION C – PERFORMANCE WORK STATEMENT

- C.1 INTRODUCTION
- C.2 INFORMATION MANAGEMENT SYSTEMS (IMS) SUPPORT
- C.3 SOFTWARE ENGINEERING
- C.4 TECHNOLOGY TRANSFER
- C.5 SYSTEM ARCHITECTURE
- C.6 CUSTOMER SUPPORT
- C.7 PROGRESS AND PROJECT REPORTS
- C.8 IN-PROCESS REVIEWS
- C.9 PROGRESS REPORTING REQUIREMENTS
- C.10 PLAN OF ACTION AND MILESTONES (POA&M) REQUIREMENTS
- C.11 TRAVEL

#### C.1 INTRODUCTION

C.1.1 This is a performance-based acquisition and is structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality and the evaluation methods described in Section H, Special Contract Requirements, and Quality Assurance Surveillance Plan.

C.1.2 This task order provides support to the Naval Sea Systems Command (NAVSEA), Naval Surface Warfare Center, Dahlgren Division (NSWCDD). The task order shall provide engineering and technical support for the development and life-cycle management of information systems (IS) supporting United States (U.S.) and approved foreign military sales (FMS) surface combatants. The information systems covered by this task order include systems supporting engineering and status accounting functions for land based sites, surface combatants under construction as well as operational combatants for the U.S. Navy, ships being constructed in foreign shipyards in which the U.S. provides combat system components, and ships being constructed in the U.S. for foreign military sales.

#### C.2 INFORMATION MANAGEMENT SYSTEMS (IMS) SUPPORT

C.2.1 The mission of the Combat Systems (CS) Configuration Management (CM) section within the System Certification and Configuration Management Branch is three-fold; to be the (1) experts for CS CM, (2) suppliers of authoritative CS CM information and (3) experts in software engineering and life-cycle support of effective information systems in support of CM and engineering functions. In support of this mission, the contractor, in conjunction with Government personnel, shall engineer, develop and maintain information system(s), including those that provide essential CM information to the CS CM community. One system vital to this mission is the Advanced Configuration Control & Engineering Status System (ACCESS). ACCESS is a comprehensive CM information system serving management and engineering for a diverse customer base. It provides accurate, up-to-date tracking of equipment and computer program configurations, ship baselines, change proposals and alterations, change installations, ship availability work packages, computer program change requests, trouble observation reports, media and software documentation. ACCESS is an on-line system built on an Oracle relational database management system (RDBMS). It provides real-time CM information for various programs including, AEGIS, Littoral Combat Ship (LCS), Joint Counter Radio Controlled Improvised Explosive Devices (RCIED), Joint Counter RCIED (Radio Controlled Improvised Explosive Devices) Electronic Warfare (JCREW), Integrated Warfare System Lab (IWSL) Library, Information Management Office (IMO) and Maritime Warfare Control Systems (MWCS). ACCESS is a web-based application supporting in excess of 1000 active users from the diverse and geographically dispersed CS CM communities across the Continental U.S. The RDBMS and associated servers are hosted on platforms located in the IWSL, Dahlgren, Virginia. Software tools currently utilized include the following: Oracle Development Suite 11g, Oracle Designer, RDBMS 11g, Oracle Weblogic, Oracle Discoverer, and Oracle Application Server. Additional tools include PHP, Java, HTML, and XML. (Note: Tools and versions may change.)

#### C.3 SOFTWARE ENGINEERING

C.3.1 The contractor shall provide support to engineer, develop and provide life-cycle support for IS, including ACCESS Equipment (EQ) Management, Computer Programs Change Control (CP CC), Computer Programs

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Software Product Management (CP SPM), ACCESS Administration (AA), electronic system interfaces including the AEGIS Barcode Audit Configuration Accounting System (ABACAS), ACCESS STARSYS Interface (ASI); system integration, report generation, data warehousing, and various development tools and utilities. The contractor shall provide technical expertise in relational and object oriented database design, web application design, and implementation of systems using software development methodologies and toolsets that comply with DoD security standards. These approved methodologies and toolsets provide a structured framework of tasks, tools and processes designed to engineer, design and develop information systems that satisfy business requirements.

### **C.3.2 Strategy Phase**

C.3.2.1 The objectives of the Strategy Phase are to establish the scope and high level requirements of the project and develop the Project Plan. To achieve these objectives, preliminary analysis of requirements, impacts, costs and risks will be conducted. This Strategy Phase culminates in a Project Commitment Review (PCR) and a commitment by the Sponsor to proceed with the project.

C.3.2.2 The contractor shall conduct Strategy studies as a means of developing the scope for the development effort, determining business objectives and project feasibility, suggesting alternatives, and developing a project plan. Business/functional units and high level requirements shall be documented via Government approved repositories and report formats. (A007 – Strategy Report, Statement of Work).

### **C.3.3 Analysis Phase**

C.3.3.1 The Analysis Phase is divided into two tasks: Business Requirements Definition and Developers' Analysis. The Business Requirements Definition task uses the project definition developed during Strategy and converts the information into a Business Requirements Specification. This task culminates in a System Requirements Review (SRR) and an agreed upon specification. The Developers' Analysis task, which may begin before the completion of the Business Requirements task, analyzes the business requirements and results in a preliminary design, with prototypes. The Analysis Phase results will be reviewed in a Preliminary Design Review (PDR). In addition, System Test planning will start in this phase and result in the System Test Plan. The contractor shall execute the tasks associated with an Analysis Phase. (A003-System Test Plan).

C.3.3.2 The contractor shall provide support to the customer in defining and documenting business requirements identified in the project definition during Strategy.

C.3.3.3 The contractor shall analyze business requirements to identify and document data requirements. These shall be documented in a data model and stored in a repository as defined by the Government. The data model shall conform to the rules associated with data normalization as required. Attention shall be paid to identifying data transition requirements. Diagramming techniques shall be employed as required. (A008 – Data Models).

C.3.3.4 The contractor shall analyze business and data requirements to identify and document detailed functional and transition requirements. These shall be documented in Preliminary Design Specifications or via other approved methods. Diagramming techniques shall be employed. (A010-Preliminary Design Specifications).

C.3.3.5 Analysis of requirements will also include cross-references between functions and entities, business units and functions, and elementary functions and attributes. During analysis, the contractor shall determine data volumes, function frequencies, user performance expectations, and impact assessments to the legacy systems.

C.3.3.6 The contractor shall identify, refine, and or confirm requirements by interviewing the IS user community, conducting user reviews and developing prototypes. Results shall be documented via meeting notes and minutes. (A004 – Requirements Development Report, A014-Software Prototypes).

C.3.3.7 The contractor shall identify and provide to the System Test Coordinator, those business events triggering IS functions that are critical to system test. (A003 – Development Test Plan).

C.3.3.8 The contractor shall generate needed documentation to support SRRs and PDRs. The contractor shall attend SRRs and PDRs.

C.3.3.9 The contractor shall update the Government approved repository(s), by the end of this phase.

### **C.3.4 Design and Initial Build**

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C.3.4.1 This is a critical iterative phase during which the framework of the design is determined, the initial database structure is established and the initial modules are built. During this stage reviews or workshops are held to obtain customer inputs to the design approach. Development of customer documentation is started. This phase will produce a set of final requirements. The contractor shall execute the tasks associated with a Design and Initial Build Phase.

C.3.4.2 Data and function requirements shall be translated into a design and documented in a repository. The design shall consist of at least a database schema and the appropriate module specifications for screens, reports, menus, utilities, and data transition programs. The module design shall maximize approved code generation products as much as possible for consistency and maintainability.

C.3.4.3 Module Design Specifications shall be written to document the business requirements and resulting module design. Designs and specifications shall conform to Government approved standards and shall reuse common procedures and code when practical. The contractor shall utilize the design specifications to conduct peer and module testing.

C.3.4.4 The contractor shall, in accordance with DoD security standards, make modifications to the database. These changes shall include structure changes, development and modification of database triggers, packages and procedures, user ID maintenance, and table exports and imports. (A008 –Functional Database).

C.3.4.5 The contractor shall develop software components with the approved functionality required to support defined business requirements. These components shall include: application functionality, report generation, adhoc queries, software distribution, data transition, global data changes, development tools, external system interfaces and user utilities. Software components during the development stage shall be delivered by direct access to the NSWCDD W51 application servers that reside in the IWSL, Bldg. 1510. Software components for the testing phase shall be delivered electronically. (A009-Operational Software Components, Data Change Scripts).

C.3.4.6 The contractor shall generate Critical Design Review (CDR) packages, to support CDRs. The contractor shall attend and support CDRs. (A010 – System Design Report, Design Specifications, CDR Package).

C.3.4.7 The contractor shall provide input to the Test Coordinator regarding suggested testing procedures to ensure adequate and complete system testing.

C.3.4.8 The contractor shall update the Government approved repository(s), by the end of this phase.

### **C.3.5 Final Build**

C.3.5.1 During this stage the system will be completed and any needed test procedures and documentation will be finalized. Also, reviews will be conducted to determine the state of the final build and the plans for production. At the completion of final build, a Test Readiness Review (TRR) will be conducted to determine readiness for system test. The contractor shall execute the tasks associated with a Final Build Phase.

C.3.5.2 The contractor shall, in accordance with DoD security standards, make modifications as required to the database. These changes shall include, structure changes, development and modification of database triggers, packages and procedures, user ID maintenance, and table exports and imports. (A008 –Functional Database).

C.3.5.3 The contractor shall develop and/or enhance software modules with the approved functionality required to support defined business requirements. These modules shall include application functionality, report generation, ad-hoc queries, software distribution, data transition, global data changes, development tools, external system interfaces, and user utilities. Software shall be delivered electronically. (A009 – Operational Software Modules, Data Change Scripts).

C.3.5.4 The contractor shall adhere to development standards and guidelines, and reuse of existing procedures and utilities to maximize consistency, maintainability and supportability.

C.3.5.5 The contractor shall conduct developer and peer testing of each module, enhancement, and database change to evaluate the final product against design specifications. Test results shall be documented, for use/reference in other test programs such as customer acceptance test. (A015 – Developer and Peer Test Results).



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C.3.5.6 Documentation of each module developed/modified shall be completed as deemed necessary by the Government and shall match the operational software. Module specifications and notes shall be updated to completely describe all functionality. (A011 – Build Report).

C.3.5.7 The contractor shall adhere to Government prescribed configuration management, code and access management processes and procedures throughout the IS SW Engineering life cycle.

C.3.5.8 The contractor shall update the Government approved repository(s), by the end of this phase.

### **C.3.6 Transition**

C.3.6.1 Transition is a continuous parallel phase that begins during Strategy and continues until Production. It varies depending on the systems and data that have to be considered. It typically consists of two parts; the system transition, and the data transition. Its products are Transition Plans and Designs and Data Cutover Plans and Scripts. The customers should be involved in the validation and acceptance process for the transitioned data. The evaluation of this effort will be included in the mainline design reviews and workshops. (A012-Transition Plans and Designs, Data Cutover Plans, Scripts).

C.3.6.2 The contractor shall design, develop and execute the data transition modules and prepare legacy data loads for developer/peer testing, user testing, and final installation. The contractor shall prepare data transition reports, and discrepancy reports for all data that does not conform to the database specification and therefore will not load. (A012 – Data Discrepancy Reports, Transition Report).

C.3.6.3 The contractor shall develop and execute appropriate Cutover Plans. The cutover approach shall provide a safe and effective implementation of the system design, stressing minimal impact to the user community. Fall-back/contingency positions shall be identified for potential risks that may be encountered during the cutover. Archival of legacy information shall be included as part of the Cutover Plan. (A012 – Cutover Plan).

C.3.6.4 The contractor shall update the Government approved repository(s), by the end of this phase.

### **C.3.7 Testing**

C.3.7.1 The Testing Phase runs concurrently with all phases from Analysis through Final Build. During the Test Phase test plans and procedures will be developed. Several types of testing may be conducted: Developer/Peer, Customer Acceptance Testing, Free play by the Customers, and final System Readiness Testing prior to the production release.

C.3.7.2 The contractor shall provide technical expertise in software testing for large, multi-user information systems. Test support shall require close coordination with customer communities to share IS functionality information and development test results, and to assist in generating plans, scenarios, procedures and data sets, and conducting tests, to ensure adequate IS validation prior to production release. Plans, scenarios, procedures and reports will be developed to support planned tests. (A003/A015 – Test Plans, Scenarios, Procedures, Reports).

C.3.7.3 The contractor shall generate test plans. These plans shall ensure the application functions as expected in support of the customer's business process and shall address the total scope of the application release and affected regression areas. (A003 – Test Plans).

C.3.7.4 The contractor shall develop scenarios designed to represent the full scope of the test from a business perspective. This requires an understanding of the full range of business requirements and implications. Using the scenarios, the contractor shall develop test scripts and procedures. (A003 – Test Scenarios, Test Scripts/Procedures).

C.3.7.5 The contractor shall identify, develop and load test data, to support the test scripts and scenarios.

C.3.7.6 The contractor shall support the planning, setup, execution, evaluation, tracking, and follow-up of all test exercises. This includes contacting test team members, scheduling conference rooms, setting up test environments, configuring equipment and customer accounts, and participating in or conducting tests and reviews.

C.3.7.7 The contractor shall participate in reviews and shall produce both Test Reports, documenting test results. (A015 – Test Reports).

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C.3.7.8 The contractor shall update the Government approved repository(s)/library(s), by the end of this phase.

### **C.3.8 Training**

C.3.8.1 In parallel with the Design and Initial Build, and the Final Build Phases there may be a concurrent Training Stage. This will depend on the complexity of the release. In some cases where the release is not complex, the training may consist of training the experienced customers that participate in the acceptance testing and having those individuals train the other customers.

C.3.8.2 As part of the development team, the contractor shall provide training support for the customer acceptance testing team via briefs and demos with respect to system design and functionality. (A005 – Demos, Briefs).

### **C.3.9 Production**

C.3.9.1 The production stage begins prior to Initial Operational Capability (IOC). It includes the final implementation and transition of applications, systems and data to be released for customer use. At IOC the development and customer support staffs shall ensure smooth operational systems and will monitor usage and performance.

C.3.9.2 The contractor shall execute or assist the Government in the execution of all cutover, transition, and implementation plans and tasks.

C.3.9.3 The contractor shall resolve problems associated with releases.

C.3.9.4 The contractor shall provide database administration, and system monitoring and tuning.

## **4 TECHNOLOGY TRANSFER**

C.4.1 Technology Transfer consists of the definition, implementation, and refinement of short-term objectives in order to achieve the long-range goals defined by the technical direction of the CS CM environment. These tasks may include developing and implementing short-term policies and procedures consistent with a phased implementation of defined milestones.

C.4.2 The contractor shall evaluate emerging technologies by using contemporary prototyping, research, and development techniques recommending those technologies that may significantly improve the value of IS projects. These technologies include: Web migration, data exchanges with other systems, Data Warehousing, improved telecommunications, improved performance, implementation of advanced graphical user interface tools, advanced software development techniques and frameworks, and improved hardware price/performance strategies (A007 - Emerging Technology Strategy Report).

C.4.3 The contractor shall develop plans for evaluating potential technological improvements, prioritizing the value of those improvements, implementing achievable changes, and record findings (A007 - Emerging Technology Strategy Report).

C.4.4 The contractor shall provide technical expertise, guidance, and mentoring to W51 branch personnel and contractors to ensure that the CS CM skill set is maintained and matures with respect to the Technical Direction.

C.4.5 The contractor shall propose the most efficient and cost effective uses of the tools and techniques to maximize the CS CM return on investment.

C.4.6 The contractor shall ensure that CS CM applications are fully interoperable with DoD and/or Navy Marine Corps Intranet (NMCI) policies, procedures, and infrastructure. The policies include DoD Public Key Infrastructure, Common Access Cards, Department of Navy Application and Database Management and System (DADMS) and access control lists.

C.4.7 The contractor shall provide guidelines and examples of emerging software architecture frameworks.

C.4.8 The contractor shall provide technical expertise and guidance to team members. In cases where the contractor is more experienced than the Government, the contractor shall transfer the knowledge and expertise in using advanced tools and methods so that project team members can independently apply them to follow-on development projects.

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## **C.5 SYSTEM ARCHITECTURE**

C.5.1 System Engineering/External Support provides assistance to organizations for the purposes of security posture, information exchange, technological advancement, and integration services with the CS CM application infrastructure and environment in order to further the mission of CS CM. The IS customer base is located at various government and contractor sites across the country. These sites employ large user groups, for whom access/connectivity to our mission critical information system is critical.

### **C.5.2 NAVY MARINE CORPS INTRANET (NMCI) INTEGRATION TASKS**

C.5.2.1 The contractor shall provide technical expertise and assistance to NMCI personnel.

C.5.2.2 The contractor shall provide NMCI personnel with application upgrade testing support. The contractor shall assist in verification of the CS CM application modifications are interoperable with the NMCI standard.

### **C.5.3 AUTHORITY TO OPERATE (ATO) TASKS**

C.5.3.1 The contractor shall provide support in completing tasks necessary to achieve and maintain a current ATO status. Examples include system documentation, system and application changes to comply with identified security vulnerabilities and Navy policies, research and migration to new software versions, etc.

C.5.3.2 The contractor shall provide technical expertise and assistance to personnel responsible for the preparation and submission of the ATO package.

### **C.5.4 OPERATING SYSTEM ADMINISTRATION SUPPORT**

C.5.4.1 The contractor shall provide technical expertise and assistance to Operating System Administrators of the CS CM classified and unclassified environments.

C.5.4.2 The contractor shall support the Operating System Administrators with technical expertise required for installation, administration, upgrade and maintenance of the CS CM classified and unclassified environments.

### **C.5.5 LIGHTWEIGHT DIRECTORY ACCESS PROTOCOL (LDAP) SUPPORT**

C.5.5.1 The contractor shall provide technical expertise and assistance to personnel responsible for the unclassified LDAP environments.

C.5.5.2 The contractor shall provide technical expertise and experience in support of the unclassified LDAP environments in their installation, administration, upgrade, and maintenance.

### **C.5.6 OTHER EXTERNAL ORGANIZATIONS**

C.5.6.1 The contractor shall provide technical expertise and assistance to non-CS CM personnel.

C.5.6.2 The contractor shall provide technical expertise and assistance to external personnel for the purpose of data exchange, technological advancement, and integration services with CS CM.

### **C.5.7 CS CM INFRASTRUCTURE TECHNICAL DIRECTION**

C.5.7.1 The contractor shall identify option paths, outline impacts to, and define milestones of the long range Technical Direction of the CS CM infrastructure.

C.5.7.2 The contractor shall evaluate emerging technologies by using contemporary prototyping, research, and development techniques recommending those technologies for the purposes of data exchange, technological advancement, and integration services with CS CM.

C.5.7.3 The contractor shall define application policies and procedures in support of long-range goals with the CS CM infrastructure.

C.5.7.4 The contractor shall develop the definition, evaluation, implementation, and maintenance of hardware acquisition and upgrade options to optimize the long-range goals of the CS CM infrastructure.

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C.5.7.5 The contractor shall develop the definition, evaluation, implementation, and maintenance of software acquisition and upgrade options to optimize the long-range goals of the CS CM infrastructure.

## **C.6 CUSTOMER SUPPORT**

C.6.1 The CS CM Branch has central customer support infrastructure focused on servicing the Branch IS customers. The IS customers consist of direct users, i.e., logging into the system to maintain or retrieve information, and indirect users, i.e., those that use the products of the system but do not have actual system accounts. The Customer Support task provides support primarily on the CS CM specific ACCESS application; however, support for connectivity issues and system availability shall be provided for all supported applications.

C.6.2 The contractor shall proactively interact with the customer, providing a professional, courteous, positive, helpful, responsive and knowledgeable interface.

C.6.3 The contractor shall actively solicit feedback from the customer on subjects to include system performance, product/service satisfaction, and adequate business support.

C.6.4 The contractor shall develop and maintain user lists, as required by the Government, and provide the customer with regular and timely feedback on subjects including program status, significant events, and pertinent issues via available methods such as e-mail, web pages, etc. (A006 – User Account/E-Mail Lists).

C.6.5 The contractor shall receive and record trouble-calls. Trouble calls shall thoroughly be monitored, tracked, and documented, including hand-offs and resolutions.

C.6.6 The contractor shall provide problem resolution by performing cause analysis and/or problem confirmation testing. This may result in immediate resolution by the contractor or coordination with other resources including but not limited to the IS group, the CS CM business community and the Integrated Warfare System Laboratory (IWSL) in order to resolve problems and support customer needs. (A006 – Trouble Call Logs).

C.6.7 The contractor shall periodically analyze customer feedback and trouble calls to determine and recommend improvements to the ACCESS application and/or modifications to the operating environment.

C.6.8 The contractor shall participate in documentation, test and training tasks, as a means of gaining knowledge/skills valuable to resolving trouble calls.

C.6.9 The contractor shall produce IS user documentation. (A006 – IS Documentation).

C.6.10 Requests for metric reports and information shall be promptly provided.

C.6.11 The contractor shall serve as Account Manager for the W51 web server. This shall include processing Common User IDs (CIDs), creation/deletion of accounts, assistance to users in connecting, and password resets. The contractor shall provide, as required by the Government, analysis of the number of accounts and the age of accounts on the web server.

## **C.7 PROGRESS AND PROJECT REPORTS.**

C.7.1 The contractor shall meet monthly with the Government, or as required, to discuss the status of ongoing activities and any products that are being developed.

C.7.2 The contractor shall work closely with the Government Subject Matter Expert (SME) and Technical leads assigned to each project and shall report progress and statistics on a project basis. (A001 – Project Progress Reports).

Examples of projects include:

- (a) ACCESS Equip Development
- (b) ACCESS Admin Development
- (c) ACCESS CP Development
- (d) System Interface Integration Projects
- (e) Communications System Support

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- (f) Operational System Support
- (g) Customer Support
- (h) Product Testing

C.7.3 In support of continuous process improvement, the contractor shall prepare a lessons learned report at the end of each project. The report shall identify problem areas in each phase of development, attribute causes to these problem areas, and recommend potential solutions for future efforts. (A013 – Lessons Learned Reports).

## **C.8 IN-PROCESS REVIEWS**

C.8.1 The Contractor shall conduct an In-Process Review (IPR) with the Contracting Officer Representative (COR), Contracting Officer (CO), and Contract Specialist (CS) every six months and other NSWCCD personnel designated by the COR upon NSWCCD request. This review shall be documented in a report, which shall include as least the following:

- a. Current and cumulative expenditures in both hours and dollars. Labor hours shall be presented by labor category. Personnel charging to the task shall be identified. An analysis shall be presented which compares proposed and actual amounts. Significant variances shall be explained.
- b. Travel performed, including identification of element, number of days, purpose of travel, dates of travel, destination, names of travelers, and a summary of the results of the trip.

Performance review:

- a. Action Item status
- b. Contract Data Requirement List (CDRL) item status to include a listing of items delivered
- c. Accomplishments
- d. Problems
- e. Schedule

Minutes and action items shall be produced and distributed by the Contractor.

## **C.9 PROGRESS REPORTING REQUIREMENTS**

C.9.1 The Contractor shall provide a monthly progress report in accordance with CDRL A001. This report shall reflect both prime and subcontractor data as appropriate. In addition to the information required by DI-MGMT-81864, the following shall be provided:

### **A. Section I - Task Order Progress Summary**

- 1. List of personnel with CAC.
- 2. Location of personnel on Government site.
- 3. A cumulative listing of GFP provided to include identification of the item, date provided, and date returned. GFP is understood to include those non-consumable material items that are direct-charged to the contract as well as equipment, etc., actually provided by the Government.

## **C.10 PLAN OF ACTION AND MILESTONES (POA&M) REQUIREMENTS**

C.10.1 The Contractor shall develop a POA&M for each work element identified by the COR. The POA&M shall be signed by the Contractor and the Government. The signed POA&M shall be provided electronically to the Contract Specialist, the COR/ACOR, and the appropriate Government Subject Matter Expert within 30 calendar days after issuance of the order or exercise of an option.

Thereafter, plans shall be updated bi-annually or as needed for each CLIN. While Contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each POA&M (CDRL A002).

- a. Date POA&M prepared/revised
- b. Work Area (number and title)
- c. Revision number if applicable
- d. Contract and Task Order Number

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- e. POA&M Period Of Performance
- f. Contractor Interfaces/Points Of Contact (technical area)
- g. Government Interfaces/COR/Subject Matter Expert (SME)
- h. (h) Schedule of Events Proposed/Planned to Accomplish Task
  - (i) Include a list of planned deliverables and their due dates
  - (ii) Include a list of issues/risks in meeting the planned tasking/deliverables
- i. Estimated FTEs and total cost (including fee)
- j. Work summary – to include tasking for the year
- k. SubContractors identified by name
- l. Travel

The Security Engineers supporting this effort shall have a Top Secret Security clearance with Single Scope Background Investigation (SSBI).

\* Technical Personnel is defined as personnel providing direct technical support; this excludes general administrative personnel. The technical personnel for this requirement includes the individuals performing in the Key Personnel and Non-Key Personnel labor categories as listed in Section L and described in Section H and L.

**DATA DELIVERABLES**

A Contract Data Requirements List (DD Form 1423) for this requirement is provided as Exhibit A. Specific titles, frequency due dates, distribution, and other special requirements may be included in Plan of Action and Milestones (POA&M).

**POST AWARD MEETINGS**

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at (to be identified at Task Order award).

**C.11 TRAVEL**

C.11.1 The contractor may be required to travel throughout the continental United States. The following travel is anticipated each year during the period of performance of this task order:

<u>Destination</u>	<u>No. of Days</u>	<u>No. of Trips</u>
Washington, D.C	1	4
Bath, ME	5	1
Port Hueneme, CA	5	1
Fairfield, CA.	5	1

**GOVERNMENT PROVIDED SPACE**

No dedicated Government workspace will be provided to the contractor for this task order.

**MANDATORY REQUIREMENTS**

Offerors must meet each of the MANDATORY REQUIREMENTS shown below. An offeror not meeting all of these requirements (or having acceptable plans for meeting the requirements by Task Order award) will not be considered as eligible for award.

**REQUIREMENT 1 : FACILITY LOCATION** - The contractor's primary facility for this task order must be within a one-hour travel time of NSWCCD. If contractor does not have required facility, the contractor must provide an acceptable plan to establish a facility and have it operational no later than 30 days after award.

**REQUIREMENT 2: FACILITY SECURITY CLEARANCES** - The contractor's facility must be cleared at the SECRET level and at the SECRET level for processing and storage/safeguarding.

**REQUIREMENT 3 : PERSONNEL SECURITY CLEARANCES** - All technical personnel shall possess

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SECRET security clearances, interim clearances are acceptable.

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

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

(d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0007. The contractor will be given at least five working days notice prior to the date of the meeting by the Contract Specialist.

**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 venturer, affiliate, successor, or assign of the contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

(e) The contractor shall include this requirement in 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.

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### **Ddi-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE**

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

### **SECURITY**

The Department of Defense Contract Security Classification Specification (DD Form 254) (Attachment J.1) provides the security classification requirements for this order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

This contract will require some contracts be placed in an IT level-1 designated position. For those positions, the contractor is required to have and maintain a favorably adjudicated SSBI/PR completed every five years.

### **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. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the contractor. Training necessary to maintain professional certification is the responsibility of the contractor.

No costs associated with the training of contractor personnel will be reimbursed. The title of the event is irrelevant (conference, seminar, symposium, etc.); if there is a fee charged to participate, it is considered training and will not be reimbursed. Notwithstanding the above, it is understood that the Government may order services requiring knowledge and skills of a newly emergent technology. The Contracting Officer may, on a case basis, authorize the expenditure of Government funds for the training of Contractor personnel.

### **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.



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## **TRAVEL APPROVAL**

All travel under this order must be approved by the COR prior to commencing travel.

## **TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS**

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

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 physically remove the employee's vehicle sticker and retrieve the NSWCDD badge prior to the employee departing the Contractor's facility. In the event the employee is separated in his or her absence, the Contractor shall immediately notify NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge and removal of the sticker.

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

## **Ddl-C40 USE OF INFORMATION SYSTEM (IS) RESOURCES**

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.

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#### Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to 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.

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

#### Connections Between NSWCDD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the contractor and ISs owned or operated by NSWCDD, such interconnection shall take place only after approval from the NSWCDD Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

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

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

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

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

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

#### **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).

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(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 re-competition for those systems, components, or services furnished pursuant to this order.

As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

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

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

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

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational

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conflict of interest shall be final.

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

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

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

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

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

#### **NON-DISCLOSURE AGREEMENTS (NDAs)**

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.

#### **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 Contracting Officer immediately in accordance with the clause 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.

#### **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) Impact on subcontracting limitations (FAR 52.219-14), and

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

**NOTE:** Regarding 52.244-2 Alternate 1 JUN 2007 -- Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

#### **CONTROL OF CONTRACTOR PERSONNEL**

The contractor shall comply with the requirements of NAVSEA and NSWCCD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J.

#### **IDENTIFICATION BADGES**

The contractor shall be required to obtain identification badges from the Government for all contractor personnel who regularly access Government facilities. 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.

#### **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.

#### **HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA)(MAR 2001)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal in response to NSWCCD Solicitation N00024-12-R-3149.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

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## **SECTION D PACKAGING AND MARKING**

Delivery shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

### **HQ D-1-0001 DATA PACKAGING LANGUAGE**

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

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

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

### **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:

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

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## SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at NSWCDL, Dahlgren, VA by the COR designated herein.

### PERFORMANCE BASED CRITERIA:

#### PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan below.

(b) The plan defines that this review and acceptance will become 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>

#### QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

##### 1. PURPOSE

(a) This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to ensure that systematic quality assurance methods are used in the administration of this performance based order. The intent is to ensure that the contractor performs in accordance with the performance objectives and the Government receives the quality of services called for in the order.

(b) This Task Order provides Information Management Support. The resulting performance based order will have cost plus fixed fee Labor CLINS and cost only Other Direct Cost (ODC) CLINS. The order will be for a base year with two one-year options. A properly executed QASP will assist the Government in achieving the overall objectives of this procurement.

##### 2. AUTHORITY

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

##### 3. SCOPE

(a) The QASP is put in place to enable Government *surveillance* and oversight of the contractor's efforts to assure that they are timely, effective and are delivering the results specified in the order.

(b) The contractor's performance on this Task Order will be evaluated by the Government as described below. The first evaluation will cover the first six-months of performance with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under this Task Order. For the first six-month period and each subsequent twelve-month period, the Government will evaluate the contractor's performance. The evaluation will encompass all work performed by the contractor at any time during the six/twelve-month period but will not include cumulative information from prior reports. For each period, the Contractor will complete a self-assessment of the performance provided, to be delivered to the COR and Contract Specialist NLT 45 days following the period being evaluated. The self-assessment shall cover all areas of the Government QASP. Based on the evaluation results, the Contracting Officer will assign an overall performance rating. If the Contracting Officer assigns an "Unsatisfactory" overall performance rating for the period evaluated, the next option period will not be exercised. As options are exercised, improved performance is required as demonstrated in Table 2.

##### 4. GOVERNMENT RESOURCES AND RESPONSIBILITIES

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(a) Contracting Officer

(1) A person duly appointed with the authority to enter into (Procuring Contracting Officer (PCO)) or administer (Administrative Contracting Officer (ACO)) contracts and make related determination and findings on behalf of the Government. The PCO for this Task Order is identified in section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting order. Contracting Officers are designated via a written warrant, which sets forth limitations of their respective authority.

(2) The Contracting Officer 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 Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the Order. The Contracting Officer is ultimately responsible for the final determination of the acceptability of the Contractor's performance.

(b) Contract Specialist

(1) Assigned by the PCO to provide daily administration of the Task Order.

(2) Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

(c) Contracting Officer's Representative (COR)

(1) An individual appointed in writing by the PCO to act as their authorized representative to assist in technical administration of the 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.

(2) The COR is responsible for technical administration of the Task Order and assures proper Government surveillance of the contractor's technical performance. The COR provides monthly COR reports and annual QASP reports to the PCO.

(3) The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

(d) Government Subject Matter Expert (SME)

(1) Government Subject Matter Experts who may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the Task Order.

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

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

## 5. METHODS OF QA SURVEILLANCE



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(a) The methods of surveillance used in the administration of this QASP are identified in Tables 1 thru 3. The Government will conduct surveillance of contractor performance utilizing the evaluation and measurement criteria in this QASP, supplemented with additional information listed below, to determine whether the contractor is effectively complying with all the terms and conditions of the Task Order. The assessed performance level using this QASP will be a determining factor in the PCO's decision to exercise an option or not.

(b) Contractor Performance Assessment Report System (CPARS) – The market place for information technology, engineering, and management support services is very competitive. As such, the successful offeror has a vested interest in the Government-generated CPARS under this Task Order. Additionally, an evaluation using the CPARS format will be performed at the end of each year of performance. The Government for this procurement will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DoD, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

## 6. DOCUMENTATION

In addition to providing annual reports to the Contracting Officer, the COR shall maintain a complete Quality Assurance file. The file shall contain copies of all reports, evaluations, communications, recommendations, and any actions related to the Government's performance of the quality assurance function. The COR shall forward these records to the Contracting Officer at termination or completion of the order.

## 7. SURVEILLANCE

The tables below set forth the performance ratings, standards, outcome and surveillance methods to document the results of the surveillance on a annual basis as well as interim and informal reviews (i.e. IPRs) on a more frequent basis.

(a) Performance Ratings: The Government will evaluate the contractor's performance of the Performance Work Statement (PWS) and the Contracting Officer will assign one of the following ratings:

- (1) Excellent
- (2) Satisfactory
- (3) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

**TABLE 1: OVERALL PERFORMANCE RATINGS**

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria in Tables 3, 5 and 6.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria in Tables 3, 5 and 6.

Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria in Tables 3, 5 and 6.
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(b) Objectives / Determination:

1. Interim/Informal

Interim/informal performance evaluations will be provided to assess performance on a monthly basis in the COR report to the Contracting Officer and at each IPR.

2. Annual

The Contracting Officer will make a performance determination at the end of each evaluation period. The determination will be based upon COR's recommendations, the contractor's comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR's recommendations and the contractor's comments/report regarding the evaluation. The Contracting Officer's performance determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor within 30 days of receipt of the contractor's self-assessment.

**TABLE 2: OBJECTIVES**

<b>Assessment Period</b>	<b>Acceptable Performance Definition</b>	<b>How Measured</b>	<b>Outcome</b>
Base:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6.	After the first six months using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meets the acceptable performance definition as a condition for exercise of option 1.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option 1.*
Option 1:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meets the acceptable performance definition as a condition for exercise of an option. 2.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option. 2.*

Option 2:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6, with two or more areas rated "Excellent". See Below.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	Final CPARS ratings.
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\* The Government may not exercise the next option year term unless the contractor meets the acceptable performance definition.

(c) Performance Evaluation Criteria. The contractor's performance will be evaluated using the criteria and standards provided for each objective, and identified in Tables 3, 5 and 6 of this contract clause. Based on this evaluation, each assessment period will be given an overall rating resulting from the rolled up objective. Each of the criteria in Tables 3, 5 and 6 must score a minimum of "Satisfactory" to receive and overall performance rating of "Satisfactory" in each assessment period. Additional ratings of "Excellent" in areas within the tables are required in the last option year as shown in the table above.

(d) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Determining Official, and the COR. In some instances, a SME will be assigned to the Task Order in addition to a COR for the puposes set forth in 4.d.2 of this section.

(e) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this Task Order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report.

**TABLE 3: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS**

CRITERIA	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet 90% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4	Work product meets a minimum of 90% of the AQLs defined in Performance Requirements Summary Table, Table 4	Work product meets 91 to 100% of the AQLs defined in Performance Requirements summary Table, Table 4
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if

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			ever, and are managed per task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Cust/COR Satisfaction	Fails to meet Customer/COR expectations	Meets Customer/COR expectations.	Exceeds Customer/COR expectations.

**TABLE 4: PERFORMANCE REQUIREMENTS SUMMARY**

C.2 IMS Support	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
	The contractor shall develop and support CM IMS applications and enhancements to these applications to provide improved accessibility to the configuration information/data through web sites/applications.	Contractor support and documentation are technically competent, accurate, responsive, timely, and adhere to standards.	CM program is documented and Customer/COR requirements are met. Standard Operating Procedures (SOPs) are established and followed by the assigned due date 95% of the time.	Government review/approval of delivered documentation.
C.3 Software Engineering	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods

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	The contractor shall provide technical support including analysis, documentation, prototypes, and final products covering all acquisition phases.	Contractor support and documentation are technically competent, accurate, responsive, timely, and adhere to standards.	Acquisition artifacts meet Customer/COR requirements and completed by the assigned due date 90% of the time.	Government review/approval of delivered artifacts.
C.4 Technology Transfer	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
	The contractor shall provide documentation, evaluations and recommendations on emerging technologies with respect to hardware and software for the CS CM infrastructure.	Contractor support and documentation are technically competent, accurate, responsive, timely, and adhere to standards.	Documentation or prototypes are presented as needed. Deliverables meet Customer/COR requirements and are completed by the assigned due date 95% of the time.	Government review/approval.
C.5 System Architecture	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
	The contractor shall provided documentation, scripts, system and coding changes, and test support as needed to support NMCI integration and system upgrades.	Contractor support and documentation are technically competent, accurate, responsive, timely, and adhere to standards.	Deliverables are completed to the Customer/COR requirements and completed by the assigned due date 95% of the time.	Government review/approval.
C.6 Customer Support	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
	The contractor shall provide a	Technical knowledge and	Responses to user's messages and	Government review of

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	professional, courteous, positive, helpful, knowledgeable and responsive interface to the tools and account services.	information is being provided to the end users of the tools in a positive customer experience.	issues are provided within 1 business day 95% of the time.	metrics on calls/emails.
C.7 Progress and Project Reports	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
	The contractor shall report the progress and project statistics.	Verify reports are technically accurate, grammatically correct, clear and concise. Provide documentation as requested in the time requested.	Documentation is completed to the Customer/COR requirements and completed by the assigned due date 95% of the time and 100% will be provided within 1 week of due date. Items shall be technically accurate and grammatically correct.	Government review/approval of delivered documentation.
C.8 IPRs	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
	The contractor shall conduct semi-annual In-Process Review (IPR) with the TA and other NSWCDD personnel designated by the COR upon NSWCDD request.	IPR shall accurately reflect technical tasking, work performed, and funding status.	IPR presentation is at least 95% accurate in tasking, accomplishments, and financial spending.	Government review/approval of delivered artifacts.
C.9 Monthly Progress & Project Reports	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods

	The contractor shall develop and deliver progress reports reflecting the state of the contractor's work effort.	Progress Reports are technically accurate, grammatically correct, clear and concise. Provide documentation as requested in the time requested.	At least 95% of items are complete and provided by planned due date, and 100% will be provided within 1 week of due date. Items shall be technically accurate and grammatically correct. Progress expenditure reports are at least 95% accurate as of the due date.	Government review/approval of delivered artifacts.
Other Task Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
All Reported and Invoiced Costs	Other direct Costs (ODCs) are fully consistent with those authorized IAW contract procedures.  Burdened ODC charges are no higher than the contract or WA-approved ratio to burdened labor costs.	All ODCs are accurately and timely requested, reported and invoiced.	Contractor complies with contract procedures for ODC authorization 100% of the time  Burdened charges are no higher ratio than for contract period or WA, applicable.	COR review of Monthly Progress Report, other reports of costs incurred, and invoices.

**TABLE 5: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS**

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are 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 responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with	Contractor routinely communicates with	Contractor takes a proactive approach such that

	government in an effective and timely manner.	government in an effective and timely manner.	communications are almost always clear, effective and timely.
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**TABLE 6: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS**

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.
Invoice Management & CERS Reporting	Invoices & CER reports are generally late and/or contain errors. Differences between invoiced amounts and progress report expenditure are unexplained. Contractor does not respond to government questions in a timely manner.	Invoices & CERs reports are timely (no more than three weeks after the end date of the period being invoiced); are accurate with respect to both amounts and ACRNs/SLINs invoiced; and differences between progress report expenditures and invoiced costs are explained. Contractor responds to government questions in a timely manner.	Invoices & CERs reports are timely (no more than two weeks after end date of period being invoiced) with respect to both prime and subcontractor costs; are accurate with respect to both ACRNs/SLINs invoiced; and all differences between progress report expenditures and invoiced costs are fully explained. Contractor is very proactive in responding to government questions and takes prompt action to resolve any issues. .



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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	3/1/2013 - 2/28/2014
4100	3/1/2014 - 2/28/2015
6000	3/1/2013 - 2/28/2014
6100	3/1/2014 - 2/28/2015
7201AA	3/1/2015 - 2/29/2016
7201AB	3/1/2015 - 2/29/2016
7201AC	3/1/2015 - 2/29/2016
7201AD	3/1/2015 - 2/29/2016
7201AE	3/1/2015 - 2/29/2016
7201AF	3/11/2015 - 2/29/2016
7201AG	3/11/2015 - 2/29/2016
7201AH	3/11/2015 - 2/29/2016
7201AJ	3/23/2015 - 2/29/2016
7201AK	3/23/2015 - 2/29/2016
7201AL	3/23/2015 - 2/29/2016
7201AM	3/23/2015 - 2/29/2016
7201AN	3/23/2015 - 2/29/2016
7201AP	3/23/2015 - 2/29/2016
7201AQ	3/23/2015 - 2/29/2016
7201AR	4/3/2015 - 2/29/2016
7201AS	4/3/2015 - 2/29/2016
7201AT	4/3/2015 - 2/29/2016
7201AU	4/17/2015 - 2/29/2016
7201AV	4/17/2015 - 2/29/2016
7201AW	4/17/2015 - 2/29/2016
7201AX	4/17/2015 - 2/29/2016
7201AY	6/10/2015 - 2/29/2016
7201AZ	6/10/2015 - 2/29/2016
7201BA	6/10/2015 - 2/29/2016
7201BB	6/10/2015 - 2/29/2016
7201BC	7/30/2015 - 2/29/2016
7201BD	7/8/2015 - 2/29/2016
7201BE	8/19/2015 - 2/29/2016
7201BF	8/27/2015 - 2/29/2016
7201BG	8/5/2015 - 2/29/2016
7201BH	8/28/2015 - 2/29/2016
7201BJ	11/18/2015 - 2/29/2016
7201BK	11/9/2015 - 2/29/2016
7201BL	12/18/2015 - 2/29/2016
7201BM	12/16/2015 - 2/29/2016
7201BN	12/15/2015 - 2/29/2016

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7201BP	12/15/2015 - 2/29/2016
9201AA	3/1/2015 - 2/29/2016
9201AB	3/1/2015 - 2/29/2016
9201AE	3/1/2015 - 2/29/2016
9201AF	3/11/2015 - 2/29/2016
9201AM	3/23/2015 - 2/29/2016
9201AN	3/23/2015 - 2/29/2016

CLIN - DELIVERIES OR PERFORMANCE

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

4000	3/1/2013 - 2/28/2014
4100	3/1/2014 - 2/28/2015
6000	3/1/2013 - 2/28/2014
6100	3/1/2014 - 2/28/2015
7201AA	3/1/2015 - 2/29/2016
7201AB	3/1/2015 - 2/29/2016
7201AC	3/1/2015 - 2/29/2016
7201AD	3/1/2015 - 2/29/2016
7201AE	3/1/2015 - 2/29/2016
7201AF	3/11/2015 - 2/29/2016
7201AG	3/11/2015 - 2/29/2016
7201AH	3/11/2015 - 2/29/2016
7201AJ	3/23/2015 - 2/29/2016
7201AK	3/23/2015 - 2/29/2016
7201AL	3/23/2015 - 2/29/2016
7201AM	3/23/2015 - 2/29/2016
7201AN	3/23/2015 - 2/29/2016
7201AP	3/23/2015 - 2/29/2016
7201AQ	3/23/2015 - 2/29/2016
7201AR	4/3/2015 - 2/29/2016
7201AS	4/3/2015 - 2/29/2016
7201AT	4/3/2015 - 2/29/2016
7201AU	4/17/2015 - 2/29/2016
7201AV	4/17/2015 - 2/29/2016
7201AW	4/17/2015 - 2/29/2016
7201AX	4/17/2015 - 2/29/2016
7201AY	6/10/2015 - 2/29/2016
7201AZ	6/10/2015 - 2/29/2016
7201BA	6/10/2015 - 2/29/2016
7201BB	6/10/2015 - 2/29/2016
7201BC	7/30/2015 - 2/29/2016
7201BD	7/8/2015 - 2/29/2016
7201BE	8/19/2015 - 2/29/2016

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7201BF	8/27/2015 - 2/29/2016
7201BG	8/5/2015 - 2/29/2016
7201BH	8/28/2015 - 2/29/2016
7201BJ	11/18/2015 - 2/29/2016
7201BK	11/9/2015 - 2/29/2016
7201BL	12/18/2015 - 2/29/2016
7201BM	12/16/2015 - 2/29/2016
7201BN	12/15/2015 - 2/29/2016
7201BP	12/15/2015 - 2/29/2016
9201AA	3/1/2015 - 2/29/2016
9201AB	3/1/2015 - 2/29/2016
9201AE	3/1/2015 - 2/29/2016
9201AF	3/11/2015 - 2/29/2016
9201AM	3/23/2015 - 2/29/2016
9201AN	3/23/2015 - 2/29/2016

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

7200	3/1/2015 - 2/29/2016
9200	3/1/2015 - 2/29/2016

For proposal purposes, the estimated date of this Task Order is 1 March 2013. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order.



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[REDACTED]

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

[ ] **Contract Specialist:**

(a) Name: [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: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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

[ \* ] **Contracting Officer Representative (COR):**

(a) Name: [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):**

(a) Name:  
Code:  
Address: TO BE DETERMINED  
Phone:

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FAX:  
E-mail:

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

**Government Subject Matter Expert (SME)**

The Government SME is the COR's subject matter expert (SME) for specific work areas as described in Section E.4(d).

**CONSENT TO SUBCONTRACT**

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause below, consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this order:



**Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS**

(a) Travel costs

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

(b) Training

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

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

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

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

This clause is included at the contract level and it applies to this order. In addition, the following paragraphs are added:

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(e) Only the following items are allowable as Other Direct Cost (ODC) items under this Task Order:

Travel is the only allowable direct charges for the prime and all subcontractors.

The following ODCs are allowable direct charges for the prime only:

[REDACTED]

All additional ODC items are unallowable as a direct charge to this Task Order without expressed advance approval by the Contracting Officer.

(f) [REDACTED]

**HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)**

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUEST" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document(s)

	Invoice (FFP Supply & Service)
	Invoice and Receiving Report Combo (FFP Supply)
	Invoice as 2-in-1 (FFP Service Only)
X	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
	Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

[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]

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in 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 ODCs (materials and travel), by line item task or subtask. 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 and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

**Send Additional Email Notification To:**

[REDACTED]

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCDD WAWF COORDINATOR, [REDACTED], at (540) 653-4705,



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Accounting Data

SLINID	PR Number	Amount
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400001	1300328063	84033.00
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LLA :  
AA 1731804 8B4B 252 24VCS 0 050120 2D 000000 A10001569332  
PR# 1300328063-00002; FUNDING DOC#: N0002413WX01976-AB;  
IBPES: 63236021

400002	1300332639	50700.00
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LLA :  
AB 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001600872  
PR# 1300332639-00001; FUNDING DOC#: HQ0006320325-AA; TPS: AM.13.102.02  
IBPRS: 63806118

400003	1300332141	36570.00
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LLA :  
AC 1711611 1281 252 SH501 0 050120 2D 000000 A00001595696  
SCN OWLD 9/30/15  
IBPES: 64325559  
1300332141-00001

600001	1300328063	300.00
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LLA :  
AA 1731804 8B4B 252 24VCS 0 050120 2D 000000 A10001569332  
PR# 1300328063-00002; FUNDING DOC#: N0002413WX01976-AB;  
IBPES: 63236021

600002	1300332639	1300.00
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LLA :  
AB 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001600872  
PR# 1300332639-00001; FUNDING DOC#: HQ0006320325-AA; TPS: AM.13.102.02  
IBPES: 63806118

600003	1300332141	380.00
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LLA :  
AC 1711611 1281 252 SH501 0 050120 2D 000000 A00001595696  
SCN OWLD 9/30/15  
IBPES: 64325559  
1300332141-00001

BASE Funding 173283.00  
Cumulative Funding 173283.00

MOD 01

400004	1300334905	21764.00
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LLA :  
AD 1731319 A501 252 WS010 0 050120 2D 000000 A00001614886  
MOD 01 Labor funding for ACCESS CDS Support. EXP Date: 09/30/2014  
PR# 1300334950-00001

400005	1300333238	15000.00
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LLA :  
AE 1731319 A5XB 252 WS010 0 050120 2D 000000 A00001604498  
MOD 01 Labor Funding for AEGIS Backfit EXP Date: 09/30/2014  
PR# 1300333238-00001

400006	1300333238	9917.00
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LLA :

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AE 1731319 A5XB 252 WS010 0 050120 2D 000000 A00001604498  
MOD 01 Labor funding for AEGIS SCM Midterming. EXP Date: 09/30/2014  
PR# 1300333238-00002

400007 1300335754 21581.00  
LLA :  
AF 1731319 A501 252 WS010 0 050120 2D 000000 A00001621506  
MOD 1 Labor funding for ACCESS CPS EXP. Date 09/30/2014  
PR# 1300335754-00001

400008 1300335753 21090.00  
LLA :  
AG 1731319 A5XB 252 WS010 0 050120 2D 000000 A00001621505  
MOD 1 Labor Funding for Next Gen Sim EXP Date: 09/30/2014  
PR# 1300335753-00001

600004 1300334905 270.00  
LLA :  
AD 1731319 A501 252 WS010 0 050120 2D 000000 A00001614886  
MOD 01 ODC Funding for ACCESS CDS Support EXP. Date: 09/30/2014  
PR# 1300334905-00001

600005 1300333238 83.00  
LLA :  
AE 1731319 A5XB 252 WS010 0 050120 2D 000000 A00001604498  
MOD 1 ODC Funding for AEGIS SCM Midtermintop. 09/30/2014  
PR# 1300333238-00002

600006 1300335754 270.00  
LLA :  
AF 1731319 A501 252 WS010 0 050120 2D 000000 A00001621506  
MOD 1 ODC Funding for ACCESS CPS EXP Date: 09/30/2014  
PR#1300335754-00001

600007 1300335753 260.00  
LLA :  
AH 1731319 A5XB 252 WS010 0 050120 2D 000000 A00001621505  
MOD 1 ODC Funding for Next Gen Sim EXP Date: 09/30/2014  
PR# 1300335753-00001

MOD 01 Funding 90235.00  
Cumulative Funding 263518.00

MOD 02

400009 1300352356 48405.00  
LLA :  
AJ 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001742359  
Standard Number: HQ0006320182/AA  
MOD 2 Labor funding for BMD O&S Access WCD: 11/30/2013, EXP Date: 09/30/2014 DOC#  
HQ0006320182/AA  
PR# 1300352356-00001

400010 1300332141 12380.00  
LLA :  
AC 1711611 1281 252 SH501 0 050120 2D 000000 A00001595696  
MOD 2 Labor Funding for Access maintenance and support (LCS) WCD Date: 09/30/2013  
PR# 1300332141-00002

400011 1300339712 49567.00  
LLA :  
AK 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001650390  
Standard Number: HQ0006320571/AA  
MOD 2 Labor funding for ABMD Access Maintenance Doc.# HQ0006320571/AA WCD:  
10/24/13, EXP Date 09/30/2014.  
PR# 1300339712-00001

400012 1300342500 29750.00  
LLA :  
AL 1731804 8C2C 252 WS020 0 050120 2D 000000 A00001668728  
MOD 2 Labor funding for Aegis tool enterprise CM. EXP Date: 09/30/2013

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PR# 1300342500-00001

400013 1300343258 11988.00

LLA :

AM 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001673646

MOD 2 Labor Funding for Maritime Warfare Control system Access CM. EXP Date: 09/30/2013. 2nd. Quarter funds PR# 1300343258-00001

400014 1300343302 11988.00

LLA :

AN 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001673828

MOD 2 Labor funding for Maritime Warfare Control System Access CM 1ST. Quarter funds. EXP Date: 08/31/2013. PR#1300343302-00001

400015 1300330516 30800.00

LLA :

AP 1731319 84TA 252 V5H00 0 050120 2D 000000 A30001585882

MOD 2 Labor Funding for W51 TR Adjudication. WCD: 09/30/2013, EXP Date: 09/30/2014. PR# 1300330516-00001

600008 1300352356 2000.00

LLA :

AJ 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001742359

Standard Number: HQ0006320182/AA

MOD 2 ODC FUNDING for BMD O&S Access. Doc.# HQ0006320182/AA. WCD: 11/30/2013 EXP Date: 09/30/2014

PR# 1300352356-00001

600009 1300332141 300.00

LLA :

AC 1711611 1281 252 SH501 0 050120 2D 000000 A00001595696

MOD 2 ODC funding for Access maintenance and support (LCS) WCD: 09/30/2013 PR# 1300332141-00002

600010 1300339712 433.00

LLA :

AK 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001650390

Standard Number: HQ0006320571/AA

MOD 2 ODC funding for ABMD Access Maintenance. WCD: 10/24/2013, EXP Date: 09/30/2014. Doc.# HQ0006320571/AA.

PR# 1300339712-00001

600011 1300342500 250.00

LLA :

AL 1731804 8C2C 252 WS020 0 050120 2D 000000 A00001668728

MOD 2 ODC funding for Aegis tools enterprise CM. EXP Date: 09/30/2013.

PR# 1300342500-00001

600012 1300343258 1000.00

LLA :

AM 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001673646

MOD 2 ODC Funding for Maritime Warfare Control System Access CM. EXP Date:

09/30/2013 2nd Quarter funds PR# 1300343258-00001

600013 1300343302 1000.00

LLA :

AN 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001673828

MOD 2 ODC Funding for Maritime Warfare Control System Access CM 1st. Quarter funds.

EXP Date: 08/31/2013 PR# 1300343302-00001

600014 1300330516 380.00

LLA :

AP 1731319 84TA 252 V5H00 0 050120 2D 000000 A30001585882

MOD 2 ODC Funding for W51 TR Adjudication WCD: 09/30/2013, EXP Date: 09/30/2014 PR# 1300330516-00001

MOD 02 Funding 200241.00

Cumulative Funding 463759.00

MOD 03

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400016 1300354326 32000.00

LLA :

AQ 1731319 A5XZ 252 WS100 0 050120 2D 000000 A00001755039

MOD 3 Labor funding for SSDS facilities access CM. EXP Date: 09/30/2014.

PR# 1300354326-00001

MOD 03 Funding 32000.00

Cumulative Funding 495759.00

MOD 04

400017 1300366709 30000.00

LLA :

AR 1731319 A5XB 252 WS010 0 050120 2D 000000 A00001829099

MOD 4 Labor funding

FED: 09/30/2014

WCD: 09/30/2013

PR# 1300366709-00001

400018 1300373016 30000.00

LLA :

AS 1731804 8B2B 252 WS010 0 050120 2D 000000 A00001866901

Mod 4 OMN Labor funding.

FED: 9/30/13

WCD: 9/30/13

1300373016-00001

400019 1300373212 39516.00

LLA :

AT 97X4930 NH1E 252 77777 0 050120 2F 000000 A00001867624

Mod 4 SCN labor funding for ACS engineering including ship construction support for DDG-51 class new construction efforts.

FED: 9/30/13

WCD: 9/30/13

SCN OWLD: 9/30/13

1300373212-00001

MOD 04 Funding 99516.00

Cumulative Funding 595275.00

MOD 05

400020 1300373476 52909.00

LLA :

AU 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001869878

Standard Number: HQ0006320182/AA

MOD 5 Labor Funding for W51 4.0 X O&S ACCESS BMD. DOC# HQ0006320182/AA

EXP Date: 09/30/2014, WCD: 11/30/2013

PR# 1300373476-00001

400021 1300373266 50405.00

LLA :

AV 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001869472

Standard Number: HQ0006320182/AA

Mod 05 Labor Funding for W51 4,0 X O&S ACCESS BMD. DOC# HQ0006320182/AA

EXP Date: 09/30/2014, WCD: 11/30/2013

PR# 1300373266-00001

400022 1300368277 25974.00

LLA :

AW 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001838408

MOD 5 Labor Funding for Maritime Warfare Control System ACCESS CM 3rd and 4th Q funds. EXP Date: 09/30/2014,

WCD: 09/30/2014

PR# 1300368277-00001

400023 1300369134 20000.00

LLA :

AX 97X4930 NH1E 252 77777 0 050120 2F 000000 A00001842858

MOD 5 Labor Funding for CM for ACS

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EXP Date: 09/30/2014, WCD: 09/30/2014  
PR# 1300369134-00001

400024 1300373423 10000.00  
LLA :  
AY 1731319 A501 252 WS010 0 050120 2D 000000 A00001869249  
MOD 5 Labor Funding for CPS Configuration Managment.  
EXP Date: 09/30/2014, WCD: 09/30/2014  
PR# 1300373423-00001

400025 1300373423 10000.00  
LLA :  
AY 1731319 A501 252 WS010 0 050120 2D 000000 A00001869249  
MOD 5 Labor Funding for CDS Configuration Management AEGIS  
EXP Date: 09/30/2014, WCD: 09/30/2014  
PR# 1300373423-00002

400026 1300366712 13000.00  
LLA :  
AZ 1731319 A5XZ 252 WS100 0 050120 2D 000000 A10001828928  
MOD 5 Labor Funding for W53 facilities ACCESS/SSDS EXP Date: 09/30/2014,  
WCD: 09/30/2014  
PR# 1300366712-00002

400027 1300378490 10000.00  
LLA :  
BA 1731611 1227 251 SH500 0 050120 2D 000000 A00001910103  
MOD 5 Labor funding for TSCE Development Support DDG1000  
EXP Date: 08/31/2016, WCD: 09/30/2014  
PR# 1300378490-00001

400028 1300378458 10000.00  
LLA :  
BB 1731611 1227 251 SH500 0 050120 2D 000000 A00001909790  
MOD 5 Labor Funding for W22 combat systems eng. DDG1000.  
ESP Date: 08/31/2016, WCD: 09/30/2014  
PR# 1300378458-00001

MOD 05 Funding 202288.00  
Cumulative Funding 797563.00

MOD 06

400029 1300391350 26027.00  
LLA :  
BC 1741804 8B2B 252 WS010 0 050120 2D 000000 A00002033879  
Mod 6 Labor Funding for W53 - SCM Next Gen Simulation, AEGIS WCD: 09/30/2014, EXP.  
Date: 09/30/2014  
pr# 1300391350-00001

MOD 06 Funding 26027.00  
Cumulative Funding 823590.00

MOD 07

400030 130039643000001 12000.00  
LLA :  
BD 1731611 1227 252 SH500 0 050120 2D 000000 A00002069865  
MOD 7 Labor Funding in support of TSCE CM 1000 DDG1000 WCD: 09/30/2014, EXP. Date:  
08/31/2016. PR# 1300396430-00001

400031 130040301800001 19953.00  
LLA :  
BE 97X4930 NH1E 252 77777 0 050120 2F 000000 A00002123219  
MOD 7 Labor funding in support of SSDS.  
WCD: 09/30/2015, EXP. Date: 09/30/2015  
1300403018-00001

410001 130040043800001 110286.00  
LLA :

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BF 1741319 C4KB 252 24VCS 0 050120 2D 000000 A00002099990  
MOD 7 Labor funding in support of Access Database Tool - LCS.  
WCD:09/30/2014, EXP. Date: 09/30/2015  
PR# 1300400438-00001

410002 130040229600001 19000.00

LLA :

BG 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002116959  
MOD 7 Labor Funding in support of Access Maintenance-BMD  
WCD: 09/30/2014 EXP. DATE: 09/30/2014 PR# 1300402296-00001

610001 130040043800002 2450.00

LLA :

BF 1741319 C4KB 252 24VCS 0 050120 2D 000000 A00002099990  
MOD 7 ODC Funding in support of Access Database Tool - LCS support. WCD:  
09/30/2014, EXP. Date: 09/30/2015, PR# 1300400438-00002

MOD 07 Funding 163689.00  
Cumulative Funding 987279.00

MOD 08

410003 130040301200001 25000.00

LLA :

BH 1741611 1227 252 SH500 0 050120 2D 000000 A00002122966  
Funding in support of DDG 1000  
FED: 08/31/2016  
WCD: 09/30/2014  
Fee Funding Document # N0002414WX03966-AA  
SCN OWLD

410004 130040043300001 13525.00

LLA :

BJ 1741804 8B5B 252 24VCS 0 050120 2D 000000 A00002099983  
Funding in Support of LCS  
Funding Document #: N0002414WX02092  
FED: 09/30/2014  
WCD:09/30/2014  
OMN

410005 130040647800001 14500.00

LLA :

BK 1701811 1224 252 X3WMW 0 068342 2D 000000 20010900301B  
Option Year: 1  
Labor CLIN 4100: \$14,500  
FED: 09/30/14  
WCD: 09/30/14  
Task Fund Doc #: N0002414RX20129-AA  
Fee Fund Doc #: N0002414WX20116-AA  
Appropriation: 1701811 SCN-DDG

410006 130040777300001 50749.00

LLA :

BL 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002159645  
FY14 Funding issued in support of Aegis BMD 5.0 Baseline. Reimbursable SOW  
AM-14-102.  
FED: 09/30/15  
WCD: 10/31/14  
RoCon Approval Number : W00017  
Task Fund Doc #: HQ0006429867-AA  
Fee Fund Doc #: HQ0006429867-AA

410007 130040761100001 41300.00

LLA :

BM 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002158459  
Funding in Support of G70 Safety  
FED: 09/30/9999  
Task Fund Doc #: CDEPTOH  
Accurate Risk Assessment Using Multi-Relational Hazard/Mishap Pairings \*\*Funding be  
Expensed by 30 Sept 2014\*\*

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MOD 08 Funding 145074.00  
Cumulative Funding 1132353.00

MOD 09

410008 130040777500001 51143.00  
LLA :  
BN 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002159647  
FY14 funding in support of NSWCDD SOW AD.14.001 for B/L 4 Support Services (LABOR)  
Option Year: 1 Labor CLIN 4100: \$51,143  
FED: 09/30/15  
WCD: 10/31/14  
RoCon Approval Number : W00017  
Task Fund Doc #: HQ0006430376-AA  
Fee Fund Doc #: HQ0006430376-AD

MOD 09 Funding 51143.00  
Cumulative Funding 1183496.00

MOD 10

410009 130040647700001 20000.00  
LLA :  
BP 1721611 1224 252 SH400 0 050120 2D 000000 A00002151603  
FED: 09/30/16 / WCD: 09/30/16 FOR  
Incremental Funding for AEGIS  
Fee Fund Doc #: N0002413WX06020-AA  
Appropriation: 1721611  
SCN OWLD: 11/30/18

410010 130041230700001 13316.00  
LLA :  
BQ 97X4930 NH1E 252 77777 0 050120 2F 000000 A00002194434  
Incremental funding MWCS ACCESS CM Maintenance  
Labor CLIN 4100: \$13,316  
FED: 09/30/14  
RoCon Approval Number : K00086  
Task Fund Doc #: N0002413WX21196-AA  
Fee Fund Doc #: N0002413WX21196-AA

MOD 10 Funding 33316.00  
Cumulative Funding 1216812.00

MOD 11

410011 130041121600001 26632.00  
LLA :  
BR 1711611 1224 252 SH400 0 050120 2D 000000 A00002187349  
Increment of Funds for MWCS ACCESS CM Maintenance  
Labor CLIN 4100: \$26,632  
FED: 09/30/14  
Fee Fund Doc #: N0002414WX03593-AB  
SCN OWLD: 05/01/17

410012 130041516000001 27632.00  
LLA :  
BS 1741319 A501 252 WS010 0 050120 2D 000000 A00002214832  
Increment of Funding for CPS/CDS  
Labor CLIN 4100: \$27,632  
FED: 09/30/15  
WCD: 09/30/14  
Fee Fund Doc #: N0002414WX02336-AA  
Appropriation: 1741319  
Additional Information:

410013 130041515200001 18400.00  
LLA :  
BT 1731319 84TA 252 V5H00 0 050120 2D 000000 A00002214398  
Increment of Funding for CERT TR SEA 05

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Labor CLIN 4100: \$18,400  
 FED: 09/30/14  
 WCD: 09/30/14  
 Fee Fund Doc #: N0002414WX04065-AA

410014 130041658000001 36050.00  
 LLA :  
 BU 1741804 8B2B 252 WS010 0 050120 2D 000000 A00002227406  
 Increment of Funding for Cert TR IWS OTR1  
 Labor CLIN 4100: \$36,050  
 FED: 09/30/14  
 WCD: 09/30/14  
 Fee Fund Doc #: N0002414WX00590-AA

MOD 11 Funding 108714.00  
 Cumulative Funding 1325526.00

MOD 12

410015 130041785900001 22680.00  
 LLA :  
 BW 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002236777  
 Increment of funds for FY14 Funding provided to NSWC Dahlgren for Aegis Ashore  
 Access Maintenance  
 Labor CLIN 4100: \$22,680  
 FED: 09/30/15  
 WCD: 10/31/14  
 RoCon Approval Number : W00017  
 Task Fund Doc #: HQ0006434026-AA

610002 130041975800001 18700.00  
 LLA :  
 BV 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002250082  
 Increment of funds for G70 NISE software tool purchase.  
 ODC CLIN 6100: \$18,700  
 FED: 09/30/99  
 Task Fund Doc #: CDEPTOH -  
 Fee Fund Doc #: CDEPTOH -

MOD 12 Funding 41380.00  
 Cumulative Funding 1366906.00

MOD 13

410016 130041978300001 12420.00  
 LLA :  
 BX 1741804 8B2B 252 WS010 0 050120 2D 000000 A00002249833  
 Increment of Funds for AEGIS 2, CS SIMS  
 FED: 09/30/14 / WCD: 09/30/14 FOR  
 Fee Fund Doc #: N0002414WX00590-AA

410017 130042105600001 47550.00  
 LLA :  
 BY 1741804 8B2B 252 WS010 0 050120 2D 000000 A00002260940  
 Increment of Funds for AEGIS Tool Support  
 FED: 09/30/14 / WCD: 09/30/14 For  
 Fee Fund Doc #: N0002414WX00590-AA

610003 130042105600001 2450.00  
 LLA :  
 BY 1741804 8B2B 252 WS010 0 050120 2D 000000 A00002260940  
 Increment of Funds for AEGIS Tool Support  
 FED: 09/30/14 / WCD: 09/30/14 For  
 Fee Fund Doc #: N0002414WX00590-AA

MOD 13 Funding 62420.00  
 Cumulative Funding 1429326.00

MOD 14



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410018 130042534000001 18998.00  
 LLA :  
 BZ 1741804 8B2B 252 WS010 0 050120 2D 000000 A00002293625  
 PR # 1300425340  
 FED/WCD - 9/30/14  
 OMN  
 AEGIS

MOD 14 Funding 18998.00  
 Cumulative Funding 1448324.00

MOD 15

410019 130042585700001 18721.00  
 LLA :  
 CA 1731319 84TA 252 V5H00 0 050120 2D 000000 A00002297740  
 OY1 LABOR, FUNDS EXP 9/30/14, PR# 1300425857-00001

MOD 15 Funding 18721.00  
 Cumulative Funding 1467045.00

MOD 16

410020 130043383400001 50709.00  
 LLA :  
 CB 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002350022  
 FY14 Funding issued in support of Aegis BMD 5.0 Baseline for NSWCDD, W05 (Labor).  
 Reimbursable SOW AM-14-102.  
 Option Year: 1FF  
 Labor CLIN 4100: \$50,709  
 FED: 09/30/15  
 WCD: 10/31/14  
 RoCon Approval Number : W00017

410021 130042906400001 13316.00  
 LLA :  
 CC 1741810 A46B 252 WS050 0 050120 2D 000000 A00002317256  
 Increment of Funds for MWCS 4Q.  
 Labor CLIN 4100: \$13,316  
 FED: 09/30/16  
 Fee Fund Doc #: N0002414WX02880-AA  
 Appropriation: 1741818

MOD 16 Funding 64025.00  
 Cumulative Funding 1531070.00

MOD 17

410022 130043903000001 30000.00  
 LLA :  
 CD 1741611 1227 252 SH500 0 050120 2D 000000 A00002390482  
 Labor - SCN OWLD: 8/31/16  
 PR # 1300439030-00001

410023 130044547400001 5651.00  
 LLA :  
 CE 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002430431  
 Labor - RDTE - FED: 9/30/15, WCD: 10/31/14  
 PR# 1300445474-00001

410024 130044388000001 20000.00  
 LLA :  
 CF 1721611 1224 252 SH400 0 050120 2D 000000 A00002420869  
 Labor - SCN OWLD: 5/31/17  
 PR# 1300443880-00001

410025 130044611700001 16000.00  
 LLA :

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CG 1741804 8B2B 252 WS010 0 050120 2D 000000 A00002435588  
Labor - 2410a authority is being invoked  
FED: 9/30/14  
PR# 1300446117-00001

MOD 17 Funding 71651.00  
Cumulative Funding 1602721.00

MOD 18

410026 130045889700001 52908.00  
LLA :  
CH 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002556781  
Labor - Incremental funding for ABMD - F Fleet Support 2  
PR# 1300458897-00001  
FED: 9/30/2015  
WCD: 11/30/2014

MOD 18 Funding 52908.00  
Cumulative Funding 1655629.00

MOD 19

410027 130046778600001 10000.00  
LLA :  
CJ 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002639937  
Labor - Incremental funding for ABMD - PR # 1300467786 - 00001  
WCD: 1/31/2015

410028 130046778500001 10750.00  
LLA :  
CK 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002639935  
Labor - Incremental funding for ABMD - PR # 1300467785-00001  
WCD: 1/31/2015

MOD 19 Funding 20750.00  
Cumulative Funding 1676379.00

MOD 20

410029 130046838000001 6185.00  
LLA :  
CL 97X4930 NH1E 252 77777 0 050120 2F 000000 A00002643526  
Labor - Incremental funding for AEGIS  
PR # 1300468380-00001  
WCD: 9/30/2015

410030 130046778400001 35000.00  
LLA :  
CM 1741611 C281 252 24VCS 0 050120 2D 000000 A00002639932  
Labor - Incremental funding for LCS  
PR # 1300467784-00001  
SCN OWLD: 2/28/2019

410031 130046864600001 32575.00  
LLA :  
CN 1751319 A5XB 252 WS010 0 050120 2D 000000 A00002645289  
Labor - Incremental funding for CM  
PR # 1300468646-00001  
WCD: 9/30/2016

610004 130046864600001 3500.00  
LLA :  
CN 1751319 A5XB 252 WS010 0 050120 2D 000000 A00002645289  
ODC - PR # 1300468646-00001  
WCD: 9/30/2016

MOD 20 Funding 77260.00

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Cumulative Funding 1753639.00

MOD 21

410032 130047124000001 34915.00  
 LLA :  
 CP 1751804 8B2B 252 WS010 0 050120 2D 000000 A00002670140  
 Labor in support of In-Service Engineering Agent within AEGIS - PR #  
 1300471240-00001  
 WCD: 9/30/15

410033 130047112400001 8500.00  
 LLA :  
 CQ 1741611 6212 252 CV312 0 050120 2D 000000 A00002669046  
 Labor in support of SSDS; PR # 1300471124-00001  
 SCN OWLD: 6/30/2021

410034 130046931000001 18000.00  
 LLA :  
 CR 1751319 A5XB 252 WS010 0 050120 2D 000000 A00002653022  
 Labor for configuration management within AEGIS; PR # 1300469310-00001  
 WCD: 9/30/16

410035 130047205600001 20000.00  
 LLA :  
 CS 1751804 8B4B 252 24VCS 0 050120 2D 000000 A00002677797  
 Labor in support of Access CM IMS; PR # 1300472056-00001  
 WCD: 9/30/15

410036 130046696100001 11150.00  
 LLA :  
 CT 1741611 1224 252 SH400 0 050120 2D 000000 A00002633748  
 Labor in support of MWCS Access Maintenance; PR # 1300466961-00001  
 SCN OWLD: 9/30/18

MOD 21 Funding 92565.00  
 Cumulative Funding 1846204.00

MOD 22

410037 130047205700002 20000.00  
 LLA :  
 CU 1751319 C4LC 252 24VCS 0 050120 2D 000000 A10002677798  
 Labor supporting Access CM IMS; PR # 1300472057-00002  
 FED: 9/30/16

MOD 22 Funding 20000.00  
 Cumulative Funding 1866204.00

MOD 23

410038 130047894000001 2500.00  
 LLA :  
 CV 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002731451  
 Labor - Incremental funding for AEGIS; PR # 1300478940-00001  
 WCD: 10/31/2015  
 FED: 9/30/2017

MOD 23 Funding 2500.00  
 Cumulative Funding 1868704.00

MOD 24

7201AB 130047958300001 89464.00  
 LLA :  
 CW 1751804 8B2B 252 WS010 0 050120 2D 000000 A00002735854  
 Incremental funding for Labor; WA 1 (Software Engineering) & WA 4 (Customer  
 Support)  
 PR # 1300479583-00001

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FED: 9/30/15

7201AC 130047597000001 15326.00  
 LLA :  
 CX 1751804 8B5B 252 24VCS 0 050120 2D 000000 A00002709214  
 Increment of Funds for WA 3 (System Architecture) Labor; PR # 1300475970-00001  
 FED: 9/30/15  
 WCD: 9/30/15

7201AD 130047795600001 9800.00  
 LLA :  
 CY 1751319 A501 252 WS010 0 050120 2D 000000 A00002723957  
 Increment of Funds for WA 2 (Technology Transfer) labor; PR # 1300477956-00001  
 WCD: 9/30/16

7201AE 130047618400001 8800.00  
 LLA :  
 CZ 1751319 A501 252 WS010 0 050120 2D 000000 A00002710969  
 Increment of funds for WA 2 (Technology Transfer) labor; PR # 1300476184-00001  
 WCD: 9/30/15

9201AB 130047958300001 5536.00  
 LLA :  
 CW 1751804 8B2B 252 WS010 0 050120 2D 000000 A00002735854  
 Increment of funds for WA 1 (Software Engineering) ODC; PR # 1300479583-00001  
 WCD: 9/30/15

9201AE 130047618400001 1000.00  
 LLA :  
 CZ 1751319 A501 252 WS010 0 050120 2D 000000 A00002710969  
 Increment of funds for WA 2 (Technology Transfer) ODCs; PR # 1300476184-00001  
 WCD: 9/30/15

MOD 24 Funding 129926.00  
 Cumulative Funding 1998630.00

MOD 25

7201AF 130047942500001 10000.00  
 LLA :  
 DA 1721611 1224 252 SH400 0 050120 2D 000000 A00002734936  
 Incremental funding in support of W.A. 1, Software Engineering Labor; PR #  
 130047942-00001;  
 SCN OWLD 11/30/18

7201AG 130047942800001 15006.00  
 LLA :  
 DB 1721611 1224 252 SH400 0 050120 2D 000000 A00002735046  
 Incremental funding for W.A. 1, Software Engineering Labor; PR # 1300479428-00001  
 SCN OWLD: 5/31/17

7201AH 130048024200001 19000.00  
 LLA :  
 DC 1751319 C4LC 252 24VCS 0 050120 2D 000000 A00002740696  
 Incremental funding for W.A. 4, Customer Support Labor; PR # 1300480242-00001  
 FED: 9/30/16

9201AF 130047942500001 4500.00  
 LLA :  
 DA 1721611 1224 252 SH400 0 050120 2D 000000 A00002734936  
 Incremental funding in support of W.A. 1, Software Engineering ODC; PR #  
 130047942-00001;  
 SCN OWLD 11/30/18

MOD 25 Funding 48506.00  
 Cumulative Funding 2047136.00

MOD 26

7201AJ 130048344100001 19000.00

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LLA :

DD 97X4930 NH1E 252 77777 0 050120 2F 000000 A00002765577

Increment of funds for W.A. 1; PR # 1300483441-00001

WCD: 10/31/2015

7201AK 130048267500001 14000.00

LLA :

DE 1741319 A5XB 252 WS010 0 050120 2D 000000 A00002760953

Increment of funds for W.A. 1, Software Engineering; PR # 1300482675-00001

WCD: 9/30/15

7201AL 130048267700001 9485.00

LLA :

DF 1751319 A501 252 WS010 0 050120 2D 000000 A00002760956

Mod 26; Increment of Funds for W.A. 1; PR # 1300482677-00001

WCD: 9/30/15

7201AM 130048153200001 47168.00

LLA :

DG 1741611 C281 252 24VCS 0 050120 2D 000000 A00002751401

Incremental funding for W.A. 1, Software Engineering; PR # 1300481532-00001

SCN OWLD: 4/30/2019

7201AN 130048638100001 21500.00

LLA :

DH 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002785346

Incremental funding for W.A. 1, Software Engineering; PR # 1300486381-00001

WCD: 10/31/2015

7201AP 130048681300001 37500.00

LLA :

DJ 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002788410

Increment of funds for W.A. 2, Tech Transfer; PR # 1300486813-00001

WCD: 9/30/15

7201AQ 130048681200001 36750.00

LLA :

DK 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002788402

Incremental funding for W.A. 1;

PR # 1300486812-00001

WCD: 9/30/15

9201AM 130048153200001 5000.00

LLA :

DG 1741611 C281 252 24VCS 0 050120 2D 000000 A00002751401

Increment of funds for W.A. 1;

PR # 1300481532-00001

SCN OWLD: 4/30/19

9201AN 130048638100001 2197.00

LLA :

DH 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002785346

Increment of funds for W.A. 1;

PR # 1300486381-00001

WCD: 10/31/2015

MOD 26 Funding 192600.00

Cumulative Funding 2239736.00

MOD 27

7201AR 130048681100001 47500.00

LLA :

DL 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002788312

Increment of funds for W.A. 3, System Architecture labor; PR # 1300486811-00001

WCD: 9/30/15

7201AS 130048666700001 17414.00

LLA :

DM 1751804 8B2B 252 WS010 0 050120 2D 000000 A00002787595

Increment of funds for W.A. 1, Software Engineering labor; PR # 1300486667-00001

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WCD: 9/30/2015

7201AT 130048095900001 30000.00  
 LLA :  
 DN 1751319 15A9 252 SH500 0 050120 2D 000000 A00002748479  
 Increment of funds for W.A. 1, Software Engineering labor; PR # 1300480959-00001  
 WCD: 9/30/15

MOD 27 Funding 94914.00  
 Cumulative Funding 2334650.00

MOD 28

7201AU 130048925300001 13730.00  
 LLA :  
 DP 1751804 8B5B 252 24VCS 0 050120 2D 000000 A00002805087  
 Increment of funds for WA 1; PR # 1300489253-00001  
 WCD: 9/30/2015

7201AV 130048906000001 20301.00  
 LLA :  
 DQ 1741611 6212 252 CV312 0 050120 2D 000000 A00002805082  
 Increment of funds for W.A. 1 labor; PR# 1300489060-00001  
 SCN OWLD: 6/30/2021

7201AW 130049022800001 9528.00  
 LLA :  
 DR 1751319 A501 252 WS010 0 050120 2D 000000 A00002814182  
 Increment of funds for W.A. 1; PR # 1300490228-00001  
 WCD: 9/30/16

7201AX 130049297300001 50000.00  
 LLA :  
 DS 1751319 T7AC 251 67854 067443 2D C9C890 5RCR5BG2173V  
 Standard Number: M9545015RCR5BG2-AA  
 Increment of funds for W.A. 1;  
 PR # 1300492973-00001  
 WCD: 9/30/2016

MOD 28 Funding 93559.00  
 Cumulative Funding 2428209.00

MOD 29

7201AY 130050120600001 22300.00  
 LLA :  
 DT 1731611 1224 252 SH400 0 050120 2D 000000 A00002894448  
 Increment of funds for W.A. 1 Software Engineering; PR # 1300501206-00001  
 SCN OWLD: 4/30/2019

7201AZ 130050076700001 32940.00  
 LLA :  
 DU 1751319 84TA 252 V5H00 0 050120 2D 000000 A00002890915  
 Increment of funds for W.A. 4; PR # 1300500767-00001;  
 WCD: 9/30/15

7201BA 130050084200001 44810.00  
 LLA :  
 DV 1751804 8B4B 252 24VCS 0 050120 2D 000000 A00002891482  
 Increments of funds for W.A. 1; PR # 1300500842-00001  
 WCD: 9/30/15

7201BB 130050076600001 11446.00  
 LLA :  
 DW 1751804 8B2B 252 WS010 0 050120 2D 000000 A00002890799  
 Increment of funds for W.A. 2 and W.A. 4;  
 W.A. 2 - \$10,546  
 W.A. 4 - \$900  
 PR# 1300500766-00001  
 WCD: 9/30/15

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MOD 29 Funding 111496.00  
Cumulative Funding 2539705.00

MOD 30 Funding 0.00  
Cumulative Funding 2539705.00

MOD 31

7201BC 130051831300001 14111.00  
LLA :  
DX 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003006050  
Increment of funds for W.A. 1; PR # 1300518313-00001; Mod 31  
WCD: 10/31/2015

7201BD 130051220700001 35000.00  
LLA :  
DY 1751611 1227 252 SH500 0 050120 2D 000000 A00002966573  
Increment of funds for W.A. 1 ; PR # 1300512207-00001; Mod 31  
WCD: 09/30/2015  
SCN OWLD: 07/31/2017

MOD 31 Funding 49111.00  
Cumulative Funding 2588816.00

MOD 32

7201BE 130052553700001 14111.00  
LLA :  
DZ 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003054977  
Increment of funds for W.A. 1-\$14,111

7201BF 130052559100001 25273.00  
LLA :  
EA 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003055039  
Incremental funding for W.A. 1-\$25,273 PWS C.2, C.3, C.3.4.5, & C.3.5.7

7201BG 130052066800001 8660.00  
LLA :  
EB 1731611 1224 251 SH400 0 050120 2D 000000 A00003021844  
Incremental funding for W.A. 1-\$8,660 PWS C.2 SCN OWLD: 04/30/2019

7201BH 130052561200001 40000.00  
LLA :  
EC 1751804 8B2B 252 WS010 0 050120 2D 000000 A00003056102  
Incremental funding for W.A. 1-\$40,000 PWS C.3.4.4

MOD 32 Funding 88044.00  
Cumulative Funding 2676860.00

MOD 33 Funding 0.00  
Cumulative Funding 2676860.00

MOD 34

7201BJ 130053803900001 20000.00  
LLA :  
ED 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003180239  
Funding for Labor in support of W.A 1-\$20,000

7201BK 130053674100001 15125.00  
LLA :  
EE 1711611 1224 251 SH400 0 050120 2D 000000 A00003167240  
Labor funding in support of W.A 1-\$15,125 SCN OWLD: 04/30/2018

MOD 34 Funding 35125.00  
Cumulative Funding 2711985.00

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MOD 35

7201BL 130054337200001 31891.00

LLA :

EF 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003223694  
Labor funding in support of W.A 1-\$31,891

7201BM 130054277800001 19945.00

LLA :

EG 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003218701  
Labor funding in support of W.A 1-\$19,945

7201BN 130054267600001 16552.00

LLA :

EH 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003218408  
Labor funding in support of W.A 1-\$16,552

7201BP 130054267700001 73848.00

LLA :

EJ 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003218504  
Labor funding in support of W.A 1 & 2-\$73,848

MOD 35 Funding 142236.00

Cumulative Funding 2854221.00



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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the PWS, the Government desires Key Personnel with the appropriate experience and professional development qualifications. 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 personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled 5252.237-9106 Substitution of Personnel in this Section H. Following award, the qualification levels are considered to be **minimums** for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

(a) Experience – The desired experience for each Key Labor Category must be directly related to the tasks and programs listed in the PWS. General experience in engineering, computer science, physical science, or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the PWS is a plus and will be favorably considered (such experience may not necessarily meet the desired qualifications listed below).

(b) Professional Certifications and Development - Professional development includes honors, degrees, publications, professional licenses, accreditations, and certifications that directly impact the offerors ability to perform the contract. Retention of these credentials, as required to maintain accreditation, throughout the duration of the contract is the responsibility of the contractor. The years of experience listed are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have the necessary credentials and accreditations to perform the work.

(c) Accumulation Of Qualifying Experience - Experience may be accumulated concurrently. All experience must be clearly supported by the resume or it will be discounted during the evaluation.

Non-Key Personnel are the non-resumed personnel proposed to provide hours for this requirement.

Post Award : Based on the Key Labor Category Desired Qualifications listed below and the PWS, the contractor will elect and manage the workforce supporting this contract. While government approval is required only for the Resumed Key Personnel, the entire workforce will be evaluated based on the contractor's performance of the PWS in accordance with the QASP.

### KEY PERSONNEL – DESIRED QUALIFICATIONS

The Key Labor Categories and their desired experience are as follows:

**PROJECT MANAGER** - Bachelor of Science degree and three (3) years of specialized experience as a program manager of a skilled professional, technical and support personnel involved in life-cycle support of software applications and systems to support Configuration Management (CM) and seven (7) years of increasingly responsible professional experience in system or software engineering. It is desired that this includes: five (5) years on a major DoD program such as AEGIS; a demonstrated aptitude and capacity for conducting program management, leadership and responsibility in DoD contracting; the ability to effectively communicate verbally and in formal reports with higher authorities (e.g. DoD clients); the ability to direct the work of others; familiarity with CM business process, and the ability to work independently.

**SENIOR SYSTEMS ENGINEER** – Bachelor of Science degree and five (5) years of experience with

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specific emphasis in system engineering including evaluating emerging technologies using contemporary prototyping, research and development techniques. Five (5) years of experience in system architecture engineering and operating system administration, including an Oracle software product and two (2) years of experience in working with and implementing DoD security requirements and mandates.

SENIOR IMS ANALYST –Qualifications include a Bachelor of Science degree and five (5) years of relevant experience demonstrating proficiency in relational database development and life cycle support. Five (5) years experience includes relational database system analysis, design, development, testing, implementation and production support; (5) years experience with an Oracle's development methodology including the current Oracle developer suite and Ad Hoc tools; familiarity with CM processes; ability to independently lead software development efforts and the ability to effectively communicate verbally and in formal reports with customer and higher authorities (e.g. DoD clients).

#### **5252.237-9106 Substitution of Personnel (Sep 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the resumed 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.

#### **Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL**

**(a) Requests for post award approval of additional and/or replacement Resumed Key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the 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) It is desired that resumes be submitted in the format required below. 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.**

#### **RESUME FORMAT AND CONTENT REQUIREMENTS**

**RESUME FORMAT AND CONTENT:** In order to facilitate evaluation of proposals, all resumes shall be provided in the following format:

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**Complete Name**

**Task Order Labor Category / Contractor Labor Category**

**Percentage of time to be allocated to this effort**

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

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

**Note if the individual is key on another contract with a period of performance that will overlap**

**this requirement. Note plans to satisfy both contracts if the Offeror is selected for award.**

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

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

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

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

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

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

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

**(g) Gaps in experience shall be avoided.**

**(h) The cut-off date for any experience claimed shall be the closing date of the solicitation.**

**(i) PROFESSIONAL DEVELOPMENT – Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that are directly relevant and impact the offeror's ability to perform under the Task Order. For education and training, the following format is preferred:**

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

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

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

**(j) 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**

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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 NSWCCD Solicitation N00024-12-R-3149 by \_\_\_\_\_ (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Offeror Signature and Date

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

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

#### NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions issued via Task Order modification after the instruction has been signed by the Contracting Officer, COR and Contractor. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual PWS.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the order. Technical instructions may not be used to:

- (1) assign additional work under the order;
- (2) direct a change as defined in the "CHANGES" clause of the basic contract;
- (3) increase or decrease the estimated order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or
- (4) change any of the terms, conditions or specifications of the order.

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

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

Additional Information Relating to the Issuance of Technical Instructions:

Following approval of a Technical Instruction (TI) by the Contracting Officer and Acknowledgement of Receipt by the Contractor, the TI will be incorporated into the task order by modification.

#### DdI-H40 FUNDING PROFILE

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

CLIN	TOTAL CPIF	Funds This Action	TOTAL Funded	TOTAL Funded	Balance UNFUNDED	Funded Labor Hours
Base Period						
4000	\$ 935,971	\$ -	\$ 847,317	\$ 847,317	\$ 88,654	
6000	\$ 12,298	\$ -	\$ 8,226	\$ 8,226	\$ 4,072	
Total Base Period	\$ 948,269	\$ -	\$ 855,543	\$ 855,543	\$ 92,726	
Opt Yr 1						
4100	\$ 1,015,339	\$ -	\$ 986,061	\$ 986,061	\$ 29,278	
6100	\$ 27,100	\$ -	\$ 27,100	\$ 27,100	\$ -	
Total Opt Yr 1	\$ 1,042,439	\$ -	\$ 1,013,161	\$ 1,013,161	\$ 29,278	
Opt Yr 2						
7201	\$ 1,043,441	\$ 142,236	\$ 825,048	\$ 967,284	\$ 76,157	
9201	\$ 20,572	\$ -	\$ 18,233	\$ 18,233	\$ 2,339	
Total Opt Yr 2	\$ 1,064,013	\$ 142,236	\$ 843,281	\$ 985,517	\$ 78,496	
Total Contract	\$ 3,054,721	\$ 142,236	\$ 2,711,985	\$ 2,854,221	\$ 200,500	

**NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

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

CLIN	Allotted to Cost	Allotted to Fee	Est. CPIF	Esti. POP Funded Thru
Base Period				
	\$	\$	\$	
Total B				
Opt Yr				

[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]

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

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

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

**5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)**

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

	Total Labor Hours	Compensated	Uncompensated
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] [REDACTED]. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not

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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 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

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**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.**

#### **SAVINGS INITIATIVES**

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

██████████ - ██████████

██████████

The above maximum rates are applicable to the prime contractor. In accordance with all Seaport-e Contracts, the subcontractor's fee rate shall not exceed the prime's Seaport-e contract, fee rate. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by

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

#### **NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SETASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OFCOMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination ofwhether a small business concern is independently owned and operated, not dominant in the field ofoperation in which it is bidding on Government contracts, and qualified as a small business under the sizestandards in this solicitation, and further, meets the definition of a HUBZone small business concern, a smallbusiness concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabledveteran-owned small business concern, as applicable, shall be based on the status of said concern at thetimeof award of the SeaPort-e MACs and as further determined in accordance with Special ContractRequirement H-19 of the basic contract.

#### **52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)**

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that isindependently owned and operated, not dominant in the field of operation in which it is bidding onGovernment contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not smallbusiness concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing thecontract, only end items manufactured or produced by small business concerns in the



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United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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## SECTION I CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE

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

52.203-16	Preventing Personal Conflicts of Interest. (DEC 2011)
52.222-40	Notification of Employees Rights under the National Labor Relations Act (DEC 2010)
52.243-7	Notification of Changes (APR 1984)

The following clauses are incorporated by by reference until the Government determines that a specific item is subject to Data Rights. A modification to the task order will change the clauses from reference to Full Text.

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions

CLAUSES INCORPORATED BY FULL TEXT:

### I.2.2 FAR 52.216-10 INCENTIVE FEE (June 2011)

**(Applicable to CLIN 4000, if exercised, CLIN 4100 and CLIN 7000)**

(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 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.

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

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

(e) Fee payable.

(1) The fee payable under this contract [REDACTED]

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

(i) Payments made under assignments; or

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

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

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

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

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(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.

**252.227-7013 Rights in Technical Data--Noncommercial Items.**

DATA--NONCOMMERCIAL ITEMS (FEB 2012)

(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

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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 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 process to the extent necessary to permit identification of physically and

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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, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or

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

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

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

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

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

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computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

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

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

(2) *Government purpose rights.*

- (i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—
  - (A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or
  - (B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
- (ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical

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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.

(iv) The Contractor acknowledges that—

(A) Limited rights data 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 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;

(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](#), and shall not include any additional terms and conditions unless mutually agreed to by the parties to



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the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

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

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

(i) The parties have agreed otherwise; or

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

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with

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

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

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

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or Disclosure of Technical Data.

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

Technical Data to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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\*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

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

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

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

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

(End of identification and assertion)

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

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

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

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

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.  
Contractor Name  
Contractor Address

Expiration Date

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

(End of legend)

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

#### LIMITED RIGHTS

Contract No.  
Contractor Name  
Contractor Address

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

(End of legend)

(4) *Special license rights markings.*

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

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_(Insert contract number)\_\_\_\_\_, License No. \_\_\_\_\_(Insert license identifier)\_\_\_\_\_. Any reproduction of technical data or portions thereof

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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 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—

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(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, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

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

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

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

**252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.** (FEB 2012)

(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

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only minor modification to meet the requirements of this contract.

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

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

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

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

(6) "Covered Government support contractor" means a contractor 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.

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

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

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

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

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

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

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

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

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

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

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

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

(A) Use the modified software only as provided in paragraphs

(a)(15)(i) and (iii) of this clause; and

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

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in 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—

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

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled,

disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(15)(i) 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; and

(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

(vii) Permit covered Government support contractors to use, modify, reproduce, perform, display, or release or disclose the computer software to authorized person(s) in the performance of Government contracts that contain the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(16) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) *Unlimited rights.* The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or



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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 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—

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(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;

(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, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) *Specifically negotiated license rights.*

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

Technical Data--Noncommercial Items clause of this contract.

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

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

(i) The parties have agreed otherwise; or

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

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted

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computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

*(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

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

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

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

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

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

Computer Software to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

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

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

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

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

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Signature \_\_\_\_\_  
\_\_\_\_\_

(End of identification and assertion)

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

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

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.  
Contractor Name  
Contractor Address

Expiration Date

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

(End of legend)

(3) *Restricted rights markings.* Software delivered or otherwise furnished to the Government with

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restricted rights shall be marked with the following legend:

#### RESTRICTED RIGHTS

Contract No.  
Contractor Name  
Contractor Address

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

(End of legend)

#### (4) *Special license rights markings.*

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

#### SPECIAL LICENSE RIGHTS

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

(End of legend)

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

(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.*

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(1) *Unjustified computer software or computer software documentation markings.* The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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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.

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

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

CLINS	LATEST OPTION EXERCISE DATE
4100, 6100	Within the first 12 months of the Task Order performance
7200, 9200	After the first 12 months and no later than 24 months after the Task Order performance

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

**252.239.7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Programs. The Contractor shall meet the applicable information assurance certification requirements, including-

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

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

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

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

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## SECTION J LIST OF ATTACHMENTS

EXHIBIT A - Contract Data Requirements List (CDRL DD Form 1423)

EXHIBIT B - DI-MGMT (CDRL A001)

Attachment J.1 - DD Form 254 (Revision 1) Contract Security Classification Specified

Attachment J.2 - COR Termination-Hood

Attachment J.3 - COR Appointment-Kau

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