

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 06-Jul-2009	4. REQUISITION/PURCHASE REQ. NO. N00253-09-MR-61252	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NUWC, KEYPORT DIVISION 610 Dowell Street Keyport WA 98345-7610 amy.constant@navy.mil 360-315-6753	CODE N00253	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241	CODE S0514A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Epsilon Systems Solutions, Inc. 1565 Hotel Circle South, Suite 200 San Diego CA	9A. AMENDMENT OF SOLICITATION NO.		
	9B. DATED (SEE ITEM 11)		
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4048-FY01		
CAGE CODE 1HQ30	FACILITY CODE 035529804	[X]	10B. DATED (SEE ITEM 13) 31-Dec-2008

**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.

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.243-2 Cost Reimbursement

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)	
		Monique A Klose, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Monique A Klose	06-Jul-2009
		(Signature of Contracting Officer)	

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to provide incremental funding. Accordingly, said Task Order is modified as follows:

CLIN/SLIN	Type Of Fund	From	By	To
410003	SCN			
610003	SCN			

See Sections B and G for revised SLINs accounting data.

The total amount of funds obligated to the task is hereby increased by [REDACTED] from [REDACTED] to [REDACTED]

The total value of the order is hereby increased by [REDACTED] from [REDACTED] to [REDACTED]

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 1 of 43	FINAL
----------------------------------	----------------------------	-----------------	-------

**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Base Year Services - Jan 08 through Dec 08. (TBD)	1.0 Lot	██████████	██████████	██████████
100001	Incremental Funding (SCN)				
100002	Incremental Funding Modification 02: Increase funding from ██████████ ██████████ Modification 03: Increase funding from ██████████ ██████████ (SCN)				
100003	Modification 02: Incremental Funding (SCN)				
100004	Modification 03: Incremental Funding (SCN)				
100005	Modification 03: Incremental Funding (SCN)				
1001	Base Year - Optional Services - (Estimate: Three (3) Ship Trials) - Jan 08 through Dec 08. (TBD) Option	1.0 Lot	██████████	██████████	██████████
1100	Option Year One Services - Jan 2009 through Apr 09 (CLIN 4100). (TBD)	1.0 Lot	██████████	██████████	██████████
110001	Option Year 1 (SCN)				
110002	Option Year 1 (SCN)				
110003	Option Year 1 (O&MN,N)				

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 2 of 43	FINAL
----------------------------------	----------------------------	-----------------	-------

1101 Option Year One - 1.0 Lot [REDACTED] [REDACTED] [REDACTED]  
Optional Services  
(Estimate: Three  
(3) Ship Trials)  
- Jan 09 through  
Apr 09 (CLIN  
4101). (OTHER)  
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Base Year ODC's - Jan 08 through Dec 08. (TBD)		1.0 Lot	[REDACTED]
300001	Incremental Funding (SCN)			
300002	Incremental Funding Mod 03 (SCN)			
3100	Option Year One - ODC's - Jan 09 through Apr 09 (CLIN 6100). (OTHER)		1.0 Lot	[REDACTED]
310001	Option Year 1 (SCN)			

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	Option Year One - Services - Apr 09 through Dec 09 (CLIN 1100). (TBD)		1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
410001	Mod 6: Incremental Funding (O&MN,N)					
410002	Mod 6: Incremental Funding (SCN)					
410003	Mod 7: Incremental Funding (SCN)					
4101	Option Year One - Optional Services (Estimate: Three (3) Ship Trials) - Apr 09 through Dec 09 (CLIN		1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 3 of 43	FINAL
----------------------------------	----------------------------	-----------------	-------

1101). (TBD)  
Option

4200	Option Year Two - Services - Jan 2010 through Dec 2010. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4201	Option Year Two - Optional Services - (Estimate: Three (3) Ship Trials) Jan 2010 through Dec 2010. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4202	Option Year Two - Optional Services - (Estimate: Three (3) Ship Trials) Jan 2010 through Dec 2010. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4203	Option Year Two - Optional Services (Estimate: Three (3) Ship Trials) Jan 2010 through Dec 2010. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4300	Option Year Three - Services - Jan 2011 through Dec 2011. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4301	Option Year Three - Optional Services - (Estimate: Three (3) Ship Trials) Jan 2011 through Dec 2011. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4302	Option Year Three - Optional Services - (Estimate: Three (3) Ship Trials) Jan 2011 through Dec 2011. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4303	Option Year Three - Optional Services - (Estimate: Three (3) Ship Trials) Jan 2011 through	1.0 Lot	██████████	██████████	██████████

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 4 of 43	FINAL
----------------------------------	----------------------------	-----------------	-------

Dec 2011. (TBD)  
Option

4400	Option Year Four - Services - Jan 2012 through Dec 2012. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4401	Option Year Four - Optional Services - (Estimate: Three (3) Ship Trials) Jan 2012 through Dec 2012. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4402	Option Year Four - Optional Services - (Estimate: Three (3) Ship Trials) Jan 2012 through Dec 2012. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4403	Option Year Four - Optional Services - (Estimate: Three (3) Ship Trials) Jan 2012 through Dec 2012. (TBD) Option	1.0 Lot	██████████	██████████	██████████

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----	-----	-----	-----	-----
6100	Option Year One - ODC's - Apr 2009 through Dec 2009 (CLIn 3100). (TBD)	1.0 Lot		██████████
610001	Mod 6: Incremental Funding (O&MN,N)			
610002	Mod 6: Incremental Funding (SCN)			
610003	Mod 7: Incremental Funding (SCN)			
6200	Option Year Two - ODCs - Jan 2010 through Dec 2010. (TBD) Option	1.0 Lot		██████████

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 5 of 43	FINAL
----------------------------------	----------------------------	-----------------	-------

6300 Option Year Three 1.0 Lot [REDACTED]  
- ODC's - Jan  
2011 through Dec  
2011. (TBD)  
Option

6400 Option Year Four 1.0 Lot [REDACTED]  
- ODC's - Jan  
2012 through Dec  
2012. (TBD)  
Option

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 6 of 43	FINAL
----------------------------------	----------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

N00024-07-R-3406-0002      Section C Statement of Work

### Naval Undersea Warfare Center Detachment Pacific Combat Systems Ship Qualifications Trials (CSSQT) Support Statement of Work

#### 1. BACKGROUND.

The Naval Undersea Warfare Center Detachment Pacific (NUWCDP) provides support services to Naval Sea Systems Command (NAVSEA) and Fleet Undersea Warfare (USW) test programs. This encompasses dockside and underway testing and evaluation of the installed USW suites on surface ships in open ocean and on NAVSEA and Fleet 3D tracking ranges.

Since 1985, NUWCDP has been the USW Test Execution Agent for CSSQT under the direction of Naval Surface Warfare Center Port Hueneme Division (NSWCPHD). As the assigned USW Test Execution Agent, NUWCDP is responsible for overseeing all USW related matters pertaining to the planning and coordination, test execution, data reconstruction and analysis, and final reporting for the USW portion of CSSQT. As general guidance, USW CSSQT is executed by a core team comprised of approximately seven persons. The seven positions are as follows: 1) Team Leader, 2) AEGIS Technical Leader, 3) Sonar Engineer/Technician, 4) Fire Control Engineer/Technician, 5) LAMPS Engineer/Technician, 6) SVTT Engineer/Technician and 7) Auxiliary Sonar Engineer/Technician. While the government has typically manned all seven positions, external mandates to downsize have forced the government to leverage contractor support to supplement the current manning requirements. Under the scope of this statement of work, the expected outcome should be that future USW CSSQT teams will be a mix of both government and contractor personnel, and that the contractor will generally man no more than 50% of the required positions. The contractor can be expected to provide up to three members of a test team with sonar, fire control, LAMPS, and SVTT system competencies. A reconstruction and analysis team will be comprised of a mixed government and contractor team of seven to eight personnel of which 15-20% will be contractor support.

In the base year of performance, in accordance with section Ddl-G21 and SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000) of the basic contract, it is estimated that this task order will require three man years of effort to support Sections 2.1 and 2.2 for each set of three CSSQT trials. Beginning in option year one it is estimated that section 2.3 will require one man year of effort. Beginning in option year two it is estimated that section 2.4 will require one man year of effort. In accordance with Section H.12 of the basic contract, the government anticipates conversion to a Performance Based Contract. 90 days prior to the end of the task order's initial period, the contractor will submit a Performance Work Statement and a Quality Assurance Plan. In the event that the government chooses not to convert to a Performance Based Contract, the level of effort will remain commensurate with the number of options exercised.

#### 2. DESCRIPTION OF SERVICES.

2.1 Dockside and Underway Technical Support. Support dockside and underway sensor accuracy tests. Operate alignment equipment during dockside benchmark test, settled error test, and centerline transfer. Operate FORACS range and shipboard data collection systems during underway testing. Collect shipboard data from ship test team at Oahu and on Kauai. Apply engineering principles to solve complex problems associated with shipboard testing. Prepare for tests, collect data, process, validate, analyze, summarize, and provide conclusions and recommendations on test results. Travel may be required. The location and schedule

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 7 of 43	FINAL
----------------------------------	----------------------------	-----------------	-------

will be identified by a Task Order Manager (TOM) approved Technical Instruction (TI) Letter.

**2.1.1 Support dockside and underway testing of USW combat systems on surface ships with the assigned NUWCDP shipboard test team during scheduled operations.**

**2.1.1.1 Planning and Coordination (9 months end-to-end)**

**2.1.1.2 Sail-Around/Familiarization (Underway)(1-2 weeks)**

**2.1.1.3 System verification, maintenance, and training (Dockside)(1 week)**

**2.1.1.4 Scenario Rehearsals (Dockside and Underway)(2 weeks)**

**2.1.1.5 Weapon Firing Events (Underway)(1 week)**

**2.1.1.6 Data Reconstruction and Analysis (2 weeks)**

**2.1.1.7 Final Report Generation (45 days from final firing event)**

**2.1.1.8 System Engineering Support (continuous)**

**2.1.1.8.1 Support NUWCDP in development and tracking of Test Objectives (TOs) and Test Observation Reports (TORs)**

**2.1.1.8.2 Support NUWCDP in development/refinement of event geometries that support CSSQT**

**2.1.1.8.3 Support NUWCDP in Weapon System Performance Review (WSPR) and Test and Evaluation System Performance Review (TSPR) process**

**2.1.1.8.4 Support NUWCDP in Enhanced Readiness Working Group (ERWG) and USW System Engineering Council (SEC) process**

**2.1.1.8.5 Support NUWCDP in CSSQT related data calls and system performance issues**

**2.1.2 Provide planning and expertise through deliverables and face to face meetings in support of planning phases of shipboard testing.**

**2.1.3 Upon receipt of ASW Test Program procedures/test bulletins, update current NUWCDP ASW Test Program procedures/test bulletins.**

**2.1.4 Provide USW test support in accordance with current procedures/bulletins for underwater acoustic testing. Prepare, load, transport deliver and set up government furnished equipment to test site.**

**2.1.5 In accordance with manufacturer's recommendations and industry standards, conduct preventive maintenance and repair, track calibration cycle, and maintain an equipment inventory and status log for USW test equipment. The principal work site is Building 171 and Building 167, Ford Island, HI. The test equipment inventory, status log, and calibration cycle shall be maintained using government supplied computer and software programs.**

**2.2 Technical and Analysis Support. Using government-furnished documentation, collect data, perform analysis, and provide technical support for projects and program data. Develop/revise and maintain data, and provide reports, recommendations, and related project documentation.**

**2.2.1 Plan Of Action & Milestones (POA&M) Support: Develop a POA&M to establish the Special Projects**

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 8 of 43	FINAL
----------------------------------	----------------------------	-----------------	-------

structure. Provide a POA&M (contractor's format) that includes overview, roles and responsibilities for each member of the team and how they will interoperate with NUWCDP, discussion of emerging trends or other issues, and recommendations and conclusions. Assume the plan will be two pages. Specific information and schedule will be provided by a TOM approved TI letter. The POA&M will be updated as changes to the project occur, assume monthly updates.

**2.2.2 Develop a report template (contractor's format) for project leads to use to report project status to project test director. Provide the draft report template for government review within 30 days after the contract issuance. The final report template is due within 30 days after receipt of government comments. The report template will be updated annually. Attend conferences and meetings and provide trip reports. The contractor will not represent the government at any conference or meeting. The location and schedule will be identified by a TOM approved TI letter.**

**2.2.3 Combat Systems Ship Qualifications Trials (CSSQT) Anti-Submarine Warfare (ASW) Program Support: Review existing CSSQT ASW program. Identify emerging trends and other issues with potential to impact current programs. Study, analyze, and assist NUWCDP with development of ASW systems to support design requirements, specifications, and the improvement of CSSQT ASW testing and reporting. Review Navy ASW strategy and Fleet ASW training plans to ensure CSSQT test plans, scenarios, and reports conform to the Navy's ASW strategic plan. Develop improved metrics to report CSSQT execution and results to Program Executive Office, Integrated Warfare Systems (PEO IWS). Provide reports of recommendations and conclusions. The reports shall include overview, discussion of emerging trends or other issues, recommendations, and conclusions (contractor's format). Assume three reports each year, approximately four pages each. Specific information and schedules will be provided by a TOM approved TI letter. Provide POA&M for the current year out to five years for CSSQT improvements, updated on a monthly basis. Provide initial POA&M within 60 days after contract issuance.**

**2.3 Reconstruction and Analysis Support. (Begins OY1) Using government-furnished documentation, perform reconstruction of exercise using in-house developed, government off-the-shelf (GOTS), and commercial off-the shelf (COTS) software to perform reconstruction and analysis of CSSQT test data within required timeframe. Processing will be performed within a government approved RDT&E laboratory environment at NUWCDP. Contractor support will be coordinated and provided as part of a larger team effort performing exercise reconstruction, analysis and generation of report products including plots, graphs, and event replays. The notional team providing reconstruction and analysis support for each ship trial is 7 to 8 combined government and contractor personnel of which contractor composition will be approximately 15-20%.**

**2.3.1 Perform data reconstruction and analysis using government furnished software to:**

- (1) Extract, import, and parse electronic and manually recorded data from instrumented tracking ranges, shipboard combat systems, mobile targets, and weapons into the Anti Submarine Warfare Analysis System,**
- (2) Smooth ground-truth track data from instrumented ranges,**
- (3) Merge electronic and hand recorded data,**
- (4) Perform time synchronization of ground-truth position, shipboard, and weapon data,**
- (5) Generate analysis products (listings, tables, plots, write-ups, etc) of high quality in a timely fashion, and**
- (6) Data collection planning and coordination, on-range weapon analysis, post test data processing, and conduct detailed weapon run analysis.**

**2.3.2 Perform system administrator functions using GOTS and/or COTS based tools to include data and system backup. Perform data archiving.**

**2.4 Software Development Support. (Begins OY2) Using government-furnished documentation, develop and/or maintain software for Fleet shipboard legacy and new digital gathering systems used within AEGIS USW combat and weapon systems baselines. Software development will be performed within a government approved Research, Development, Test & Evaluation (RDT&E) laboratory environment located at NUWCDP. Develop and maintain documentation for each AEGIS baseline. Software development task assignments will be**

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 9 of 43	FINAL
----------------------------------	----------------------------	-----------------	-------

coordinated within a team of government and contractor personnel. Specific efforts will be identified by a TI Letter. For estimating purposes, assume [REDACTED] of development effort per year.

**2.4.1 Maintain software compatibility to support hardware configurations for all active legacy CSSQT baselines. Provide problem investigation, corrective action report, software support, and develop and maintain documentation of updates. Establish and maintain familiarity with identified problems associated with existing software versions used to extract, import, and parse electronically recorded AEGIS combat and weapons system data. Provide software support to maintain processing software for data extraction, reduction, formatting, editing, processing, and analysis of CSSQT data. Provide software support for the salvage, retrieval and reduction of corrupted shipboard combat system data.**

**2.4.2 Provide support for development and maintenance of software used in extraction of data from digital gathering systems for new AEGIS and other surface ship combat system baselines as they become available.**

**2.4.3 Generate software improvements to support in-house developed software tools and output products in support of CSSQT test reporting.**

**3. PERFORMANCE REQUIREMENTS:**

Contract Para	Performance Objective	Performance Standard and Acceptable Quality Level (AQL)	Monitoring Method
2.1	Combat systems test support requirements	100% of shipboard data collected immediately upon test completion.	Customer feedback. Periodic inspection.
2.1	Dockside and underway testing of USW ships	Final data plots and error listings and reports provided in format specified with incorporation of the changes and comments from the government within two weeks of test completion.	Customer feedback. Periodic inspection.
2.2	Project analysis, reports, and documentation	Accurate, thorough, and completed as identified in timeline or in accordance with TOM approved TI letter	Customer feedback.
2.3	Reconstruction and Data Analysis	Accurate and provided within four weeks of receipt of test data.	Customer feedback
2.4	AEGIS System Software Development Support	Accurate, user friendly, and provided within 3 months after receipt of government-furnished documentation.	Customer feedback Periodic inspection

**4. GOVERNMENT FURNISHED PROPERTY AND SERVICES:** The contractor may be provided access to Government workspaces, workstations, applicable documentation, information, equipment and/or vehicles necessary for contract performance.

**5. GENERAL INFORMATION:**

**5.1 Hours of operation.** Normal hours of operation for the Detachment are from [REDACTED], Monday through Friday, except Federal holidays. On occasion, work hours are shifted to align our availability with our customers and partners on both the east and west coasts (EST, PST) and minimize the geographic and time zone differences. Alternate work schedules (such as 5-4-9 compressed work schedule, customer aligned hours, etc.) must be approved by the SEATOM.

**5.2 Overtime.** Overtime may be required to support emergent requirements and authorized as specified below for execution. The contractor shall provide a monthly accounting of overtime hours used with respective justification. The SEATOM will maintain oversight of OT usage in accordance with FAR 22.103-4(h) by monitoring the amount of OT used on a monthly basis and looking for trends in OT usage. Overtime in excess of the authorized amounts that is not approved in advance shall not be authorized for payment.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 10 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Overtime	■	■	■	■	■

**5.3 Security requirements.**

**5.3.1 The Equipment, Space or Document may be classified and subject to the applicable provisions of DOD 5220.22M, Industrial Security Manual; SECNAV M-5510.36, DoN Information Security Program Manual; SECNAV M-5510.30, DoN Personnel Security Program Manual; NUWC DIVKPT 5510, Information and Personnel Security Programs; KPT Physical Security Program Manual 5530.1; and NUWC DIVKPT 5239, Information Assurance Program. Contractor personnel supporting this task order who require access to classified Spaces, Equipment, or Documents will require a security clearance equivalent to the level of access required to complete assigned duties.**

**5.3.2 Contractor personnel supporting this contract require a security clearance of Secret equivalent to the level of access required to complete their assigned duties.**

**5.3.3 Spaces: Secret**

**5.3.4 Equipment: Secret**

**5.3.5 Documents: Secret**

**5.4 Travel Requirements.**

**All Travel originates from Oahu, Hawaii**

Year	Destination	# of people	# of days	# of trips	Contract para.
Base FY08	Outer Islands	■	3	3	2.1, 2.2
	West Coast	■	7	6	2.1, 2.2
	East Coast	■	7	4	2.1, 2.2
	Bahamas	■	7	2	2.1, 2.2
Option Year 1 FY09	Outer Islands	■	3	3	2.1, 2.2
	West Coast	■	7	12	2.1, 2.2
	East Coast	■	7	12	2.1, 2.2
	Bahamas	■	7	3	2.1, 2.2
Option Year 2 FY10	Outer Islands	■	3	4	2.1, 2.2
	West Coast	■	7	15	2.1, 2.2
	East Coast	■	7	15	2.1, 2.2
	Bahamas	■	7	4	2.1, 2.2
Option Year 3 FY11	Outer Islands	■	3	5	2.1, 2.2
	West Coast	■	7	18	2.1, 2.2
	East Coast	■	7	18	2.1, 2.2
	Bahamas	■	7	5	2.1, 2.2
Option Year 4 FY12	Outer Islands	■	3	6	2.1, 2.2
	West Coast	■	7	21	2.1, 2.2
	East Coast	■	7	21	2.1, 2.2
	Bahamas	■	7	6	2.1, 2.2

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 11 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

**5.5 Certification/Qualification. Contractor personnel assigned to support this task are required to complete Training Qualifications Standard (TQS) certification as a prerequisite for satisfactory task execution. Contracted personnel will not be allowed to perform core CSSQT duties until TQS is completed and verified by government personnel. TQS Manuals for CSSQT positions are listed as references in paragraph 7. The contractor's Certification Plan shall be addressed in the Management Plan.**

**5.6 Training. Required training for new surface ship combat systems will be provided by the government. Travel may be required for receipt of this training. Specific location and schedule information will be provided by a TOM approved TI letter.**

**5.7 Key Personnel Requirements.**

**The desired experience for key personnel is as follows:**

For Engineering support: Examples of desired appropriate experience include:

- Experience in the utilization of mechanical and electrical principles, theory, and operation/maintenance of circuitry applicable to USW combat systems and interpretation of technical manuals and publications.
- Experience in programmatic, operational, and technical details of Navy USW combat and weapon systems, test program, and associated objectives and evaluation methodology.
- Experience as team lead in coordinating USW combat system testing, USW combat system design, maintenance, safety, technical operations, and test requirements.
- Experience working with state-of-the-art technology and shipboard systems, tactical analysis, combat systems assessment, utilization of data extraction/reduction tools and techniques, and evaluation methodology relative to Navy USW combat system and weapon systems.

For Technician Support:

- Experience in surface ship and submarine shipboard ASW/USW combat and weapon systems and associated equipment and interface systems.

- Experience in ASW/USW sonar systems and ancillary test equipment and application of acoustic analysis.

- Experience in Navy USW combat system equipment operation, maintenance, safety, and test requirements.

For Software Development Support: Examples of desired appropriate experience include:

- Experience in development of software to extract large volumes of data from magnetic media using Navy DoD technical documentation on data format such as Interface Design Specification.

- Experience programming and debugging object oriented languages (5GL) such as C++, C# or Java.

For Technical Data Analysis Support: Examples of desired appropriate experience include:

- Experience in analysis of large volumes of technical data using computer based tools.

- Experience in USW combat systems and ancillary test equipment and application of acoustic analysis.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 12 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

- Experience in system administration of Windows-based network.

## 6. REQUIRED PLANS AND REPORTS.

**6.1 Weekly depletion report.** A weekly depletion report shall be provided for each major task element (Dockside and Underway Technical Support, Technical and Analysis Support, Software Development Support, Reconstruction and Analysis Support) detailing the task ceiling, total funded, new funding increment received, total funding spent, funding spent during the reporting period, total labor hours expended by category and labor hours expended by category during the reporting period.

### 6.2 Required Plans and reports:

CSSQT Final Report – upon completion of test

POA&M – Updated monthly

CSSQT Report Template – Updated annually or as required.

CSSQT Metrics

CSSQT Emerging Trends Report

ASW Training Strategic Plan – updated annually

### 6.3 Management Plan

The contractor's draft Management Plan should outline the internal methodology for management of the Task Order and contractor workforce. The plan should address how the contractor intends to staff, recruit, and retain contractor personnel (with regards to long hours, frequent travel away from home, high stress, etc.), flexibility to scheduling contractor personnel while balancing unanticipated workload fluctuations and cost efficiency, ability to provide accurate and timely cost data, and ability to respond to customers requirements, changes, and complaints. The management plan shall include the Certification Plan including the contractors proposed schedule. A preliminary plan shall be provided for evaluation purposes and the final is due 30 days after contract start date.

## 7. REFERENCES.

### 7.1 Personnel Training Qualification Standards (TQS).

7.1.1 NAVSEA WCDET PAC TM 03-30 Rev A, Training Qualification Standard (TQS) USW CSSQT Team Leader, dtd 20 Dec 2004

7.1.2 NAVSEA WCDET PAC TM 04-16 Rev A, Training Qualification Standard (TQS) USW CSSQT Fire Control Engineer, dtd Oct 2004

7.1.3 NAVSEA WCDET PAC TM 04-14 Rev A, Training Qualification Standard (TQS) USW CSSQT Sonar Engineer, dtd 16 Sep 2004

7.1.4 NAVSEA WCDET PAC TM 07-08 , Training Qualification Standard (TQS) USW CSSQT Data Analyst, dated 6/21/07 (Latest Version)

## 8. LIST OF ACRONYMS:

ASW Anti-Submarine Warfare

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 13 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

**CSSQT Combat Systems Ship Qualifications Trials**

**CONOPS Concept of Operations**

**COTS Commercial Off the Shelf**

**FDNF Forward Deployed Naval Forces**

**FORACS Fleet Operational Readiness Accuracy Check Site**

**GOTS Government Off the Shelf**

**NAVSEA Naval Sea Systems Command (informal)**

**NUWCDP Naval Undersea Warfare Center Detachment Pacific**

**POA&M Plan of Action and Milestones**

**PEO IWS Program Executive Office, Integrated Warfare Systems**

**TI Letter Technical Instruction Letter**

**TOM Task Order Manager**

**USW Undersea Warfare**

**9. Annual estimate for Ship Trials.**

	QTY	Opt 1	Opt 2	Opt 3
Base Year	3	3		
Option Year 1	3	3		
Option Year 2	6	3	3	3
Option Year 3	6	3	3	3
Option Year 4	6	3	3	3

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 14 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

Packaging and Marking shall be in accordance with Section D of the SEAPORT Multiple Award IDIQ Contract.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 15 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be in accordance with Section E of the SEAPORT Multiple Award IDIQ contract.

### **1.0 QUALITY CONTROL**

The Contractor is solely responsible for the quality of services provided. The Contractor is also liable for Contractor employee negligence, and any fraud, waste or abuse. As part of Program Management, the Contractor shall utilize a Quality Control Program to ensure that services are completed in accordance with acceptable principles of internal control, and meet specified, acceptable levels of quality. The operation of the Quality Control Program must be documented, maintained and made available to the Task Order Manager (TOM) upon request. At a minimum, the Contractor's Quality Control Program shall include an internal quality control and inspection system for required services. The job titles and organizational positions of the individuals who will conduct the inspections must be specified. There shall be a method to identify deficiencies in services that may occur and procedures to correct any deficiency in services that may occur. A file (log) shall be kept of all inspection and quality internal control actions that have occurred. The file shall document why and when the inspection occurred and shall document the results of the inspection and what corrective action was taken. Upon request, this file (log) shall be made available to the Government during the period of performance.

### **2.0 QUALITY ASSURANCE**

The Government will monitor the Contractor's performance. The Government reserves the right to review services to be provided, including those developed or performed at the Contractor's facilities, to determine conformance with performance and technical requirements. Government quality assurance will be conducted on behalf of the Contracting Officer. The TOM will be appointed to coordinate the overall quality assurance of technical compliance.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 16 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

1000	1/2/2008 - 12/31/2008
1100	1/1/2009 - 4/4/2009
3000	1/2/2008 - 12/31/2008
3100	1/1/2009 - 4/4/2009
4100	4/5/2009 - 12/31/2009
6100	4/5/2009 - 12/31/2009

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

1001	1/2/2008 - 12/31/2008
1101	1/1/2009 - 4/4/2009
4101	4/5/2009 - 12/31/2009
4200	1/1/2010 - 12/31/2010
4201	1/1/2010 - 12/31/2010
4202	1/1/2010 - 12/31/2010
4203	1/1/2010 - 12/31/2010
4300	1/1/2011 - 12/31/2011
4301	1/1/2011 - 12/31/2011
4302	1/1/2011 - 12/31/2011
4303	1/1/2011 - 12/31/2011
4400	1/1/2012 - 12/31/2012
4401	1/1/2012 - 12/31/2012
4402	1/1/2012 - 12/31/2012
4403	1/1/2012 - 12/31/2012
6200	1/1/2010 - 12/31/2010
6300	1/1/2011 - 12/31/2011
6400	1/1/2012 - 12/31/2012

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 17 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Administration shall be in accordance with the basic contract and the following.

### 1.0 TASK ORDER MODIFICATION:

The contractor shall not perform work that is considered to be outside of the scope of the requirements of this task order without benefit of a fully executed modification issued by the Contracting Officer. For actions being requested by Government personnel other than the Contracting Officer that the contractor considers to be outside of the scope of the requirements of this task order, the contractor shall promptly notify both the Task Order Manager and the Contracting Officer. No work shall begin until the issue has been resolved.

### 2.0 GOVERNMENT PERSONNEL:

#### TASK ORDER MANAGER

Mr. Terrance Cox  
610 Dowell Street  
Keyport, WA 98345-7610

[terry.cox1@navy.mil](mailto:terry.cox1@navy.mil)  
360-396-7658

#### CONTRACTING OFFICER

Ms. Monique Klose  
610 Dowell Street  
Keyport, WA 98345

[monique.klose@navy.mil](mailto:monique.klose@navy.mil)  
360-315-2215

#### CONTRACT SPECIALIST

Ms. Diane Kostelecky  
1894 Wasp Blvd, Bldg 133  
Pearl Harbor, HI 96860-5809

[diane.kostelecky@navy.mil](mailto:diane.kostelecky@navy.mil)  
808-472-1791

### 3.0 INVOICING INSTRUCTIONS:

(a) In accordance with the clause of this contract entitled "Electronic Submission of Payment Requests" (DFARS 252.232-7003), this task order 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> <<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> <<http://wawftraining.com>>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/> <<http://acquisition.navy.mil/navyaos/content/view/full/3521/>>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(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

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 18 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

CAGE code at <https://wawf.eb.mil> <<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:

WAWF Invoice Type: Cost Voucher

Issuing Office DODAAC: See Block 5 of the task order.

Admin DODAAC: See Block 6 of the task order.

Service Acceptor/Approver DODAAC: S0514A

LPO DODAAC (if applicable): Not applicable.

Pay DODAAC: See Block 12 of the task order.

CLIN/ACRN: See Section G of the task order.

Inspection Location: Destination.

Acceptance Location: Destination.

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) 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: Contract Specialist and Task Order Manager.

(f) 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.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number.

Accounting Data

SLINID	PR Number	Amount
100001	73538423	[REDACTED]
LLA :		
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 2420005K5003		
100002	73538427	[REDACTED]
LLA :		
AB 97X4930 NH6B 000 77777 0 000253 2F 000000 2420002GK002		
300001	73538423	[REDACTED]
LLA :		
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 2420005K5003		

MOD 2

100002	73538427	[REDACTED]
LLA :		
AB 97X4930 NH6B 000 77777 0 000253 2F 000000 2420002GK002		
Modification 02: Increase funding from [REDACTED] to [REDACTED]		
100003	81856867	[REDACTED]
LLA :		
AC 97X4930 NH6B 000 77777 0 000253 2F 000000 242000A5H002		
Modification 02: Incremental Funding		

MOD 3

100002	73538427	[REDACTED]
LLA :		
AB 97X4930 NH6B 000 77777 0 000253 2F 000000 2420002GK002		
Modification 02: Increase funding from [REDACTED] to [REDACTED] - Modification 03:		

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 19 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

Increase funding from [REDACTED] to [REDACTED]

300002 73538427 [REDACTED]  
 LLA :  
 AB 97X4930 NH6B 000 77777 0 000253 2F 000000 2420002GK002

MOD 4

100004 82736869 [REDACTED]  
 LLA :  
 AD 97X4930 NH6B 000 77777 0 000253 2F 000000 242000A5G002  
 Provide incremental funding.

100005 82736861 [REDACTED]  
 LLA :  
 AE 97X4930 NH6B 000 77777 0 000253 2F 000000 24200079D002  
 Incremental Funding.

MOD 5

110001 83514907 [REDACTED]  
 LLA :  
 AF 97X4930 NH6B 000 77777 0 000253 2F 000000 2420002NY002  
 Mod 05: Incremental Funding

110002 83514908 [REDACTED]  
 LLA :  
 AD 97X4930 NH6B 000 77777 0 000253 2F 000000 242000A5G002  
 Mod 05: Incremental Funding

110003 83514911 [REDACTED]  
 LLA :  
 AG 97X4930 NH6B 000 77777 0 000253 2F 000000 242000280002  
 Mod 05: Incremental Funding

310001 83514907 [REDACTED]  
 LLA :  
 AF 97X4930 NH6B 000 77777 0 000253 2F 000000 2420002NY002  
 Mod 05: Incremental Funding

MOD 6

410001 83514911 [REDACTED]  
 LLA :  
 AG 97X4930 NH6B 000 77777 0 000253 2F 000000 242000280002  
 Incremental Funding

410002 90991702 [REDACTED]  
 LLA :  
 AH 97X4930 NH6B 000 77777 0 000253 2F 000000 2420005ZH002  
 Incremental Funding

610001 83514911 [REDACTED]  
 LLA :  
 AG 97X4930 NH6B 000 77777 0 000253 2F 000000 242000280002  
 Incremental Funding for ODC

610002 90991702 [REDACTED]  
 LLA :  
 AH 97X4930 NH6B 000 77777 0 000253 2F 000000 2420005ZH002  
 Incremental Funding for ODCs

MOD 07

410003 90991682 [REDACTED]  
 LLA :  
 AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 2420005Y5002  
 Mod 7: Provide incremental funding in the amount of [REDACTED]

610003 90991682 [REDACTED]  
 LLA :  
 AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 2420005Y5002  
 Mod 7: Provide incremental funding in the amount of [REDACTED]

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 20 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **NAVSEA 5252.202 9101 ADDITIONAL DEFINITIONS (MAY 1993)**

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

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

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

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

**(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:**

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

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

### **NAVSEA 5252.232-9104 -- ALLOTMENT OF FUNDS (MAY 1993)**

**(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order 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 task order 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:**

**(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 task order modification, and any such**

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 21 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

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) CLIN(s)/SLIN(s) are fully funded and performance under CLIN(s)/SLIN(s) is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

#### **5252.232-9206 SEGREGATION OF COSTS (DEC 2003)**

(a) 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. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date (if applicable), by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, a copy shall be sent to the Task Order Manager prior to submission of each invoice or voucher to DCAA.

#### **5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (OCT 2005)**

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that "during the term of the contract", no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 22 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

### **5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (SEP 2000)**

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 23 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

**HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (RESTATED FROM BASIC CONTRACT) JULY 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 contract 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 contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contractor 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 subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may 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,

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 24 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. 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 contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract 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 complete 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 contract for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 25 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

and remedies provided by law or elsewhere included in this contract.

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

## **H-1 DATA RIGHTS**

FAR 52.227-17 Rights in Special Data - The data developed in the performance of this effort is deemed agency mission sensitive, and release could prejudice agency mission or programs.

## **H-2 CONTRACTOR PICTURE BADGE (FROM BASIC CONTRACT)**

(a) A contractor picture badge may be issued to contractor personnel by the NUWCDP Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the TOM. A list of personnel requiring picture badges must be provided to the TOM to verify that the contract or task order authorizes performance at NUWCPD prior to completion of the picture badge request.

(b) An automobile decal will be issued by NUWCDP Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and / or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to NUWCDP Security Office a list of all unreturned badges with a written explanation of any missing badges.

## **H-3 CONTRACTOR IDENTIFICATION (DEC 1999)**

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

## **H-4 TECHNICAL INSTRUCTIONS (MAR 2007)**

(a) A Technical Instruction (TI) is written guidance or specific direction to the contractor within the scope of the task order Statement of Work (SOW).

(b) When necessary, the Government will issue Technical Instructions (TI's) to provide clarification or details of specific tasks set forth in the task order Statement of Work (SOW). However, TI's may not be used to:

(1) assign work not covered by the scope of the task order (it is not a modification to the task order),

(2) direct a change as defined in the contract clause entitled "Changes",

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 26 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

(3) increase or decrease the task order's estimated cost, its fixed fee or award fee, its total level of effort, or the time required for contract performance; or

(4) change any of the terms, conditions or specifications of the basic contract or task order.

(c) Normally, the Task Order Manager (TOM) will issue the TI, although it may be issued by the Task Order Ordering/Contracting Officer. The TI may be based on technical discussions with the Contractor. However, the TOM can only perform one of the following functions: (1) initiate the requirement for the task order, (2) place TI's, or (3) perform receipt, inspection, and acceptance of the services. If circumstances preclude an individual TOM from performing a single function, then, at a minimum, the individual TOM responsible for placing the TI shall not perform receipt, inspection, and acceptance.

(d) In an urgent situation, if funding is already available (see paragraph (f)), the TOM may provide oral direction to the contractor, but any oral direction must be formalized in writing within 5 working days. A TI is effective only after it is signed by the TOM and delivered, mailed, or electronically transmitted to a contractor representative. Subsequent TIs may revise the original TI. The contractor shall not initiate work unless the work has been defined by a TI.

(e) As a minimum, TI's shall include the following data:

(1) Contract number, task order number and TI number,

(2) Effective date (if different from date of the TI),

(3) Technical directions or clarifications, stated in a clear and unambiguous fashion

(4) Specific reference to relevant SOW paragraphs, deliverables, quantities, due date, SLINs, color of funding, government cost estimate, and total labor hours to be expended.

(f) Regardless of whether the TI is first transmitted orally or in writing, no cost will be incurred unless appropriate funding is available on this task order.

(g) If the Contractor believes that a TI constitutes a change, the Contractor shall not perform the affected portion of the work; and shall contact the TOM immediately for further clarification and direction.

(h) In the event that an issue cannot be resolved between the contractor and the TOM, the Contractor shall contact the Task Order Ordering/Contracting Officer for clarification and direction.

(i) As required by Clause H.11, CONTRACTOR WEBPAGE, of the basic contract, the contractor shall post TI's electronically on its webpage.

NOTE: TI'S CONTAINING A SECURITY DESIGNATION SHALL NOT BE POSTED TO THE CONTRACTOR'S WEBPAGE.

#### **H-5 TRAVEL COSTS AND RESPONSIBILITIES (MAY 2006)**

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 27 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

## **H-6 POST AWARD CONFERENCE**

A post award conference will be held as specified in the basic contract. The Government will notify the contractor of the time and location after the award of the task order.

The task order post award conferences will establish work level points of contact for the task order, determine the task order administration strategy, roles and responsibilities and ensure prompt payment and task order close out.

## **H.7 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI)**

(a) Definition.

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) NUWCDP may release to individuals employed by NUWCDP support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where NUWCDP may release the contractor’s or subcontractors’ confidential business information include the following:

(1) To other NUWCDP contractors and subcontractors, and their employees tasked with assisting NUWCDP in handling and processing information and documents in the administration of NUWCDP contracts, such as file room management and contract closeout.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 28 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

(2) To NUWCDP contractors and subcontractors, and their employees tasked with assisting NUWCDP in accounting support services, including access to cost-reimbursement vouchers.

(3) To NUWCDP contractors and subcontractors, and their employees tasked with assisting NUWCDP in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) NUWCDP recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. NUWCDP will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) NUWCDP determines that access is required by other NUWCDP contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by NUWCDP employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by NUWCDP employees, and

(5) NUWCDP contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) NUWCDP's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If NUWCDP satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

(End of clause)

#### INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 29 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremens and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

#### LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to funded amounts per SLIN ( inclusive of fee, profit and all other charges). The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this task order.

#### ACCESS TO GOVERNMENT SITE (JUN 2004)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

#### CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

(b) 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 a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 30 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 31 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### 52.216-8 Fixed Fee. Fixed Fee (Mar 1997)

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

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

### 52.219-6 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 is independently owned and operated, not dominant in the field of operation in which it is bidding on Government 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 small business 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 the contract, only end items manufactured or produced by small business concerns in the 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.

(End of clause)

### 52.217-7 Option for Increased Quantity—Separately Priced Line Item.

#### Option for Increased Quantity—Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 32 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 Days.

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this task order by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed five years.

#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### 52.222-41 Service Contract Act (1965).

#### 52.224-1 - Privacy Act Notification (Apr 1984)

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 33 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

52.224-2 - Privacy Act (Apr 1984)

(a) The Contractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies;

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of Clause)

52.237-3 Continuity of Services. (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 34 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.252-2 - Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/vffara.htm>

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

#### RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

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

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

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

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

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

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 35 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

(5) “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.

(6) “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.

(7) “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.

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

(9) “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.

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

(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 technical data 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 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.

(13) “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 reproduction, release, disclosure, or use is—

(i) Necessary for emergency repair and overhaul; or

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 36 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

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

(14) "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.

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

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

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

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

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

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

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

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

(2) Government purpose rights.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 37 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

(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)(ii) and (b)(iv) through (b)(ix) of this clause; or

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

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

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

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

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

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

(3) Limited rights.

(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.

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

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 38 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

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

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

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

Identification and Assertion of Restrictions on the Government's Use, Release,

or Disclosure of Technical Data.

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

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

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

\*\*Generally, the development of an item, component, or process at private expense, either exclusively or partially, is

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 39 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

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 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

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 40 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

### Expiration Date

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

(End of legend)

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

#### LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) Special license rights markings.

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

#### SPECIAL LICENSE RIGHTS

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

(End of legend)

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

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 41 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

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

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

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

(h) *Removal of unjustified and nonconforming markings.*

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

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

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

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

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

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

(ii) The data are available to the public without restrictions.

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 42 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

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. 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.

(End of clause)

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. FY01	PAGE 43 of 43	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

01. Wage Determination No.: 2005-2153 Rev 9 dated 09/05/2008

02. Final DD 254

03. Reserved for future use

04. Reserved for future use

05. Contractors Environmental Guide

06. DD254 Rev. 1