

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
58

3. EFFECTIVE DATE  
26-Mar-2018

4. REQUISITION/PURCHASE REQ. NO.  
DEOBLIGATION

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

6. ISSUED BY CODE

N00164

7. ADMINISTERED BY (If other than Item 6)

CODE

N00164

NSWC, CRANE DIVISION

NSWC, CRANE DIVISION

SCD: C

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

McKean Defense Group, LLC  
1 Crescent Drive, Suite 400  
Philadelphia PA 19112-1015

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4078-FC03

10B. DATED (SEE ITEM 13)

02-Jul-2013

CAGE CODE  
OPT02

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

[ ]

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

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

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

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

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

09-Apr-2018

NSN 7540-01-152-8070

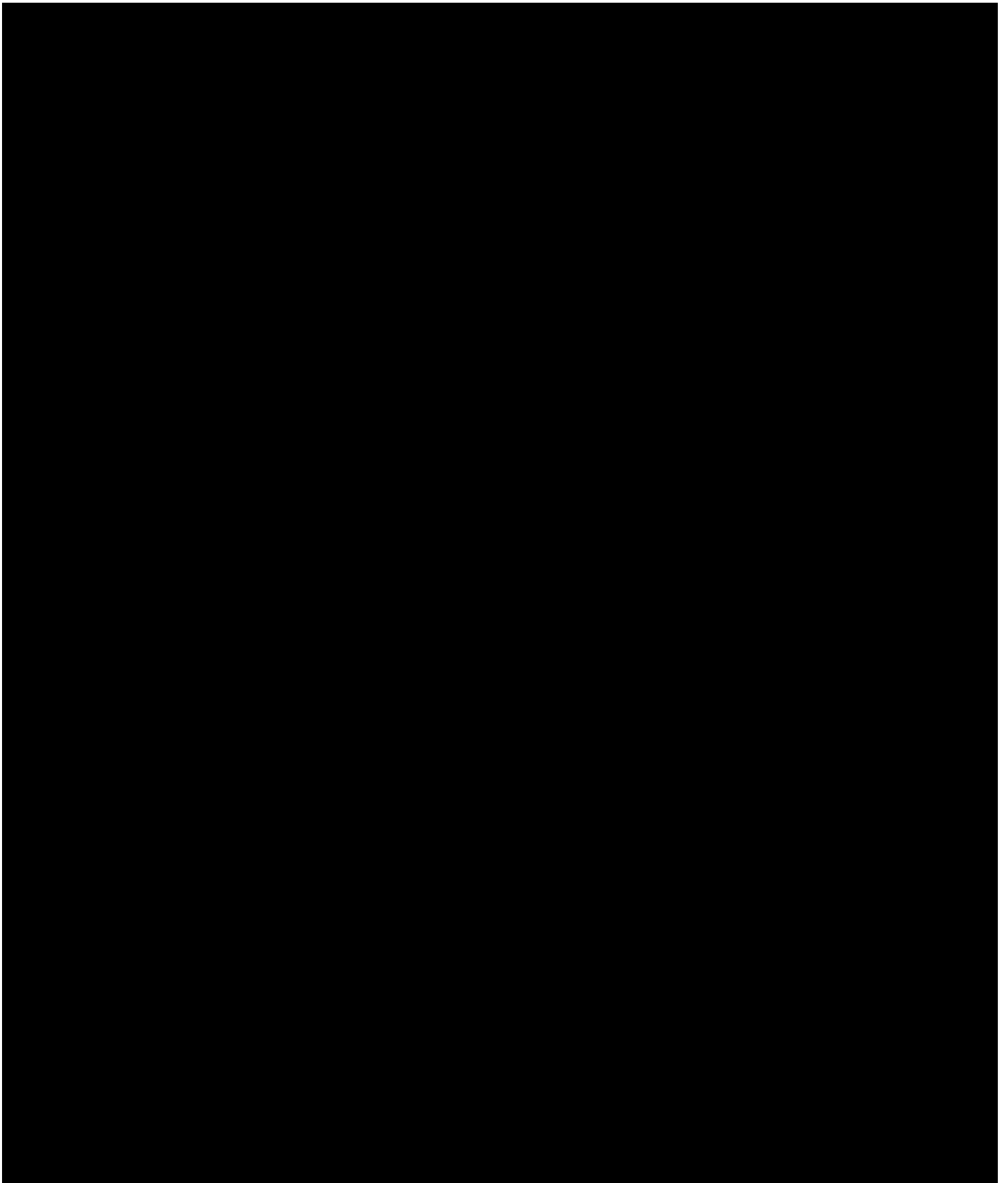
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STANDARD FORM 30 (Rev. 10-83)

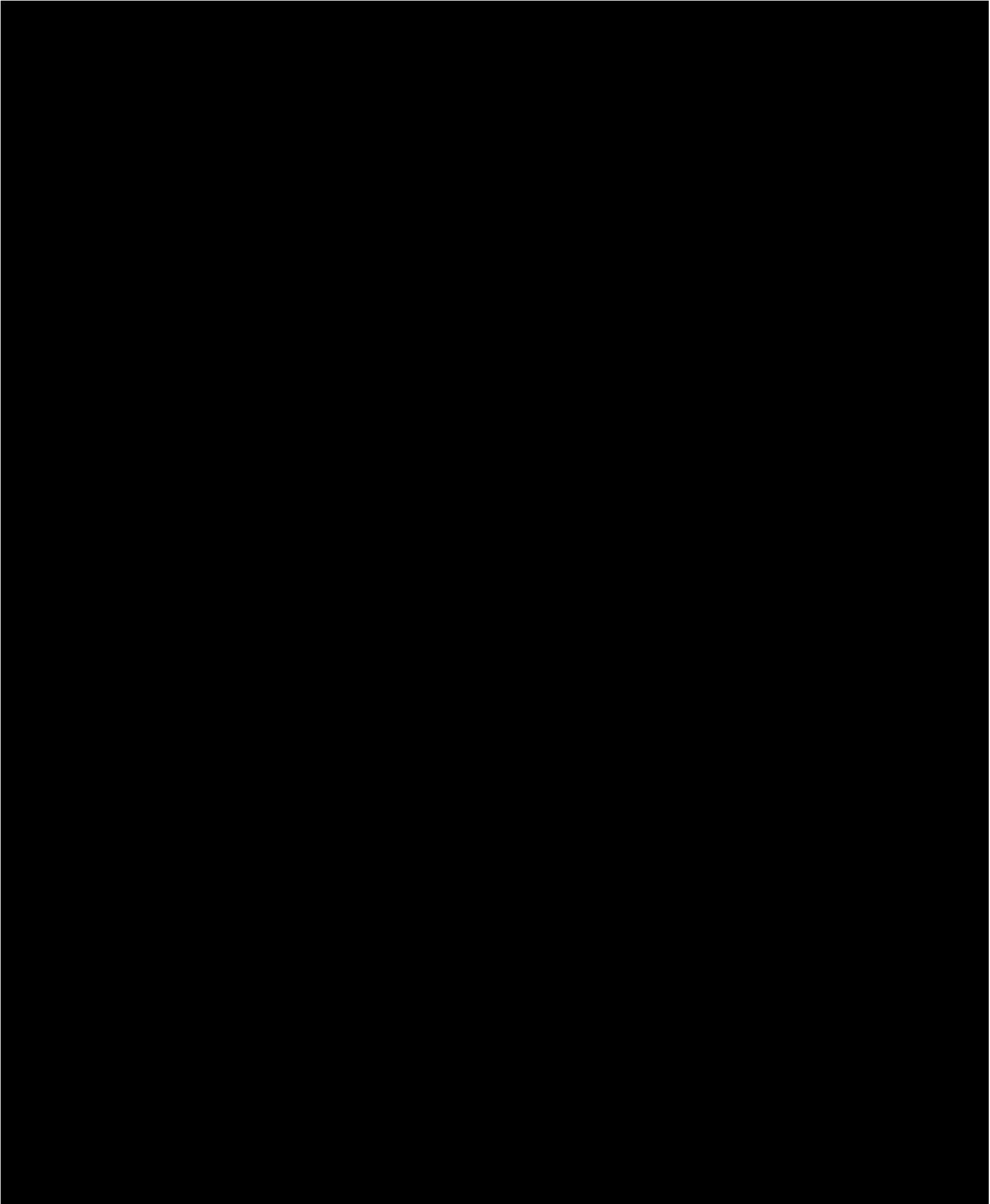
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FAR (48 CFR) 53 243

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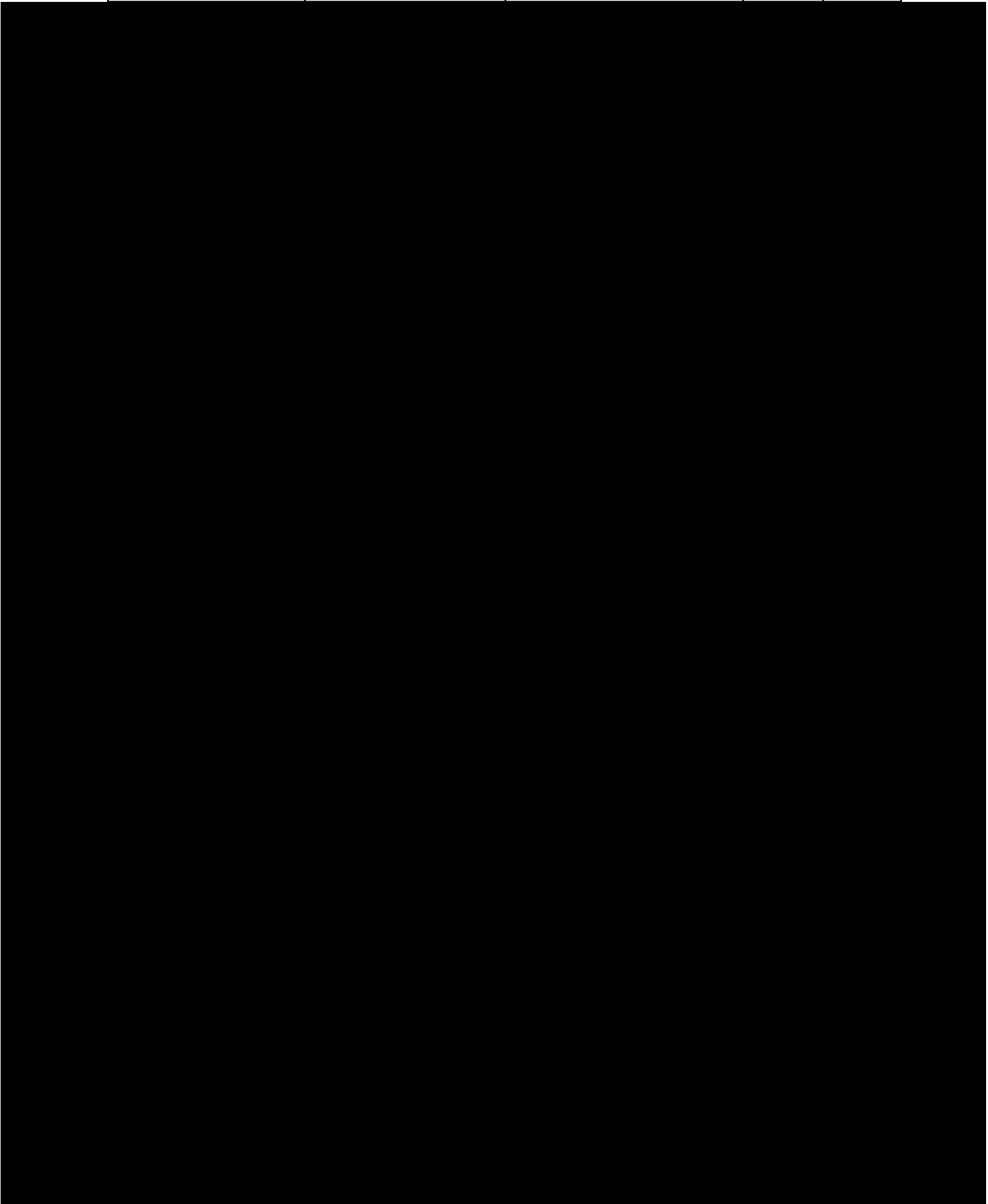
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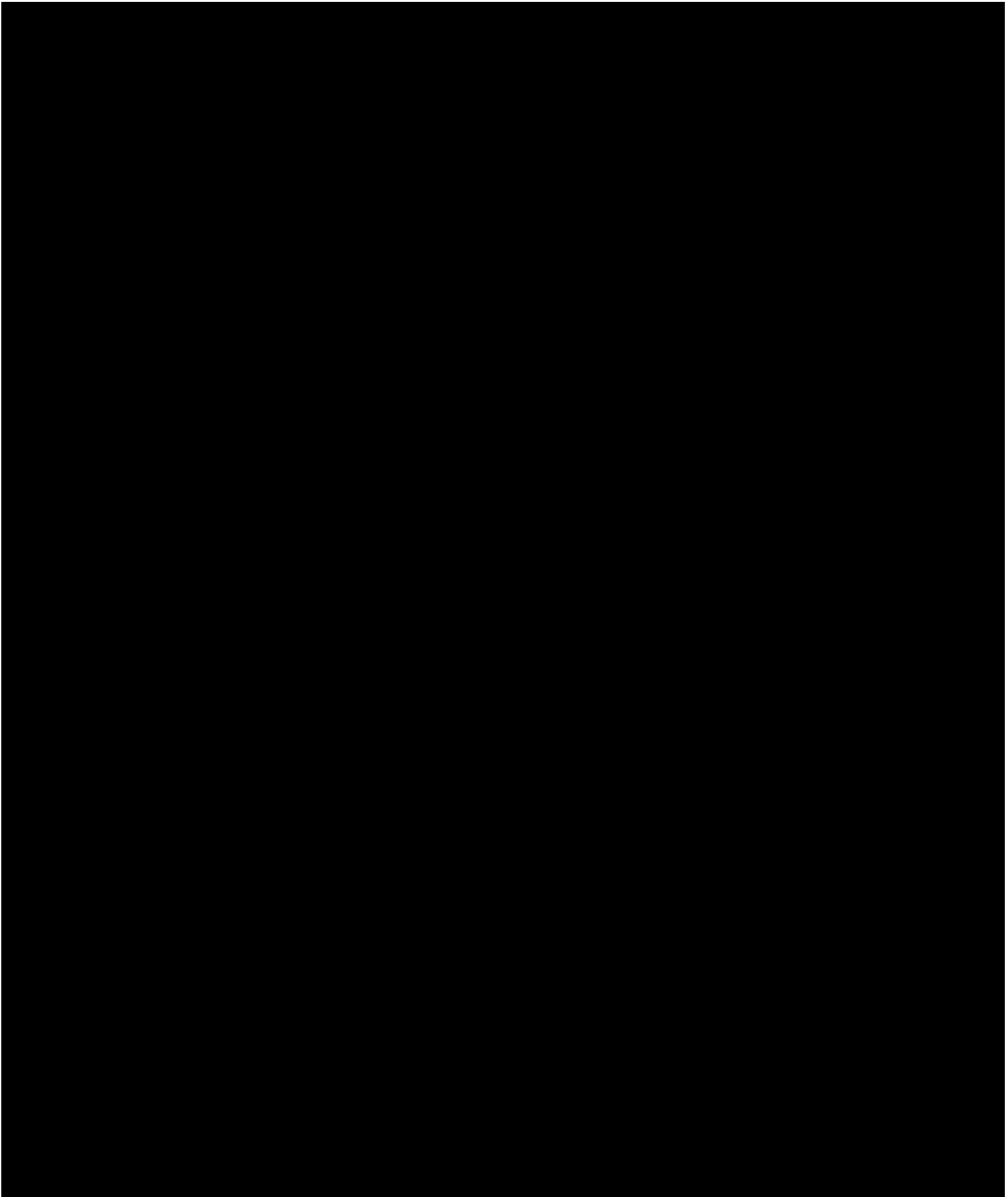
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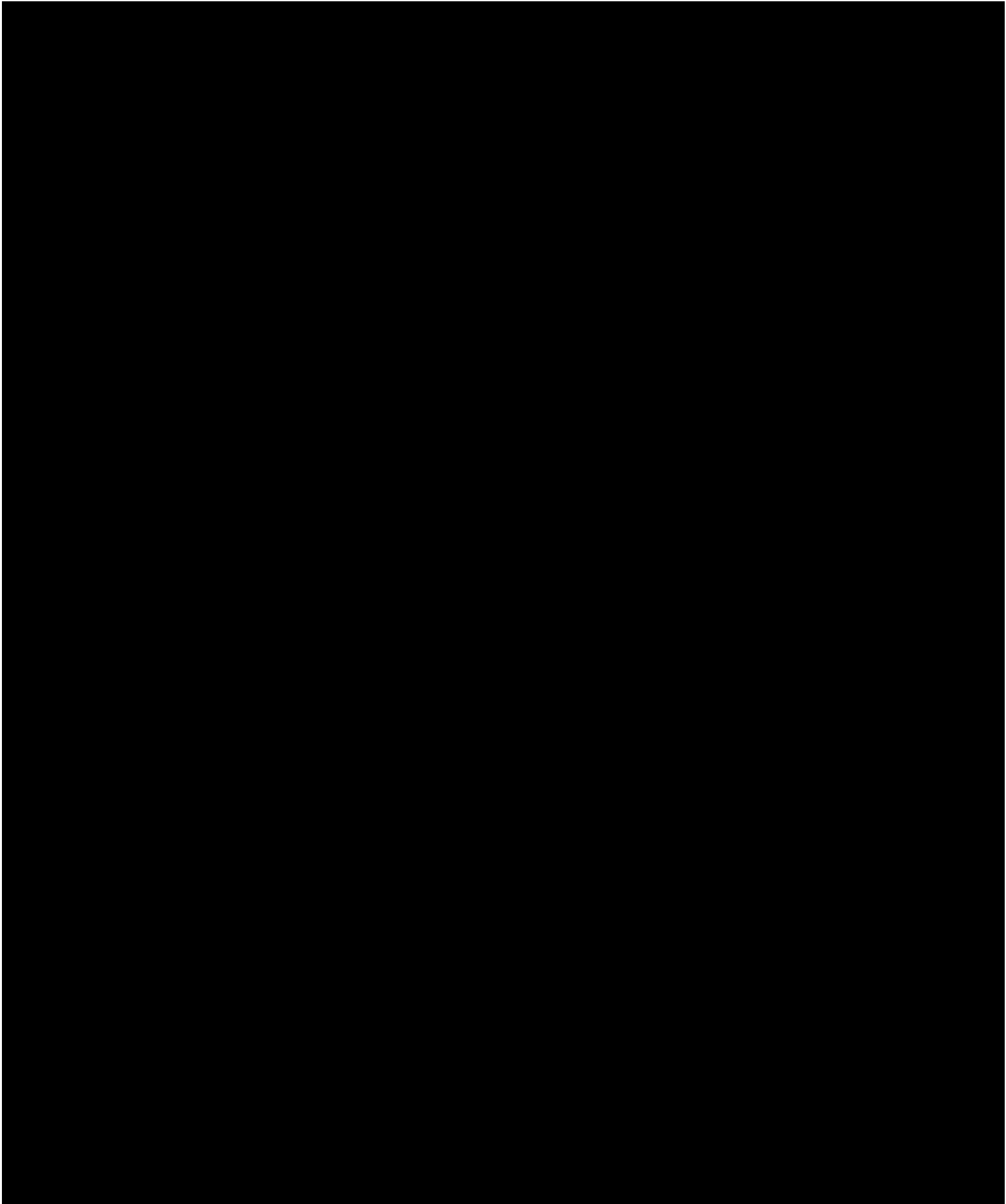
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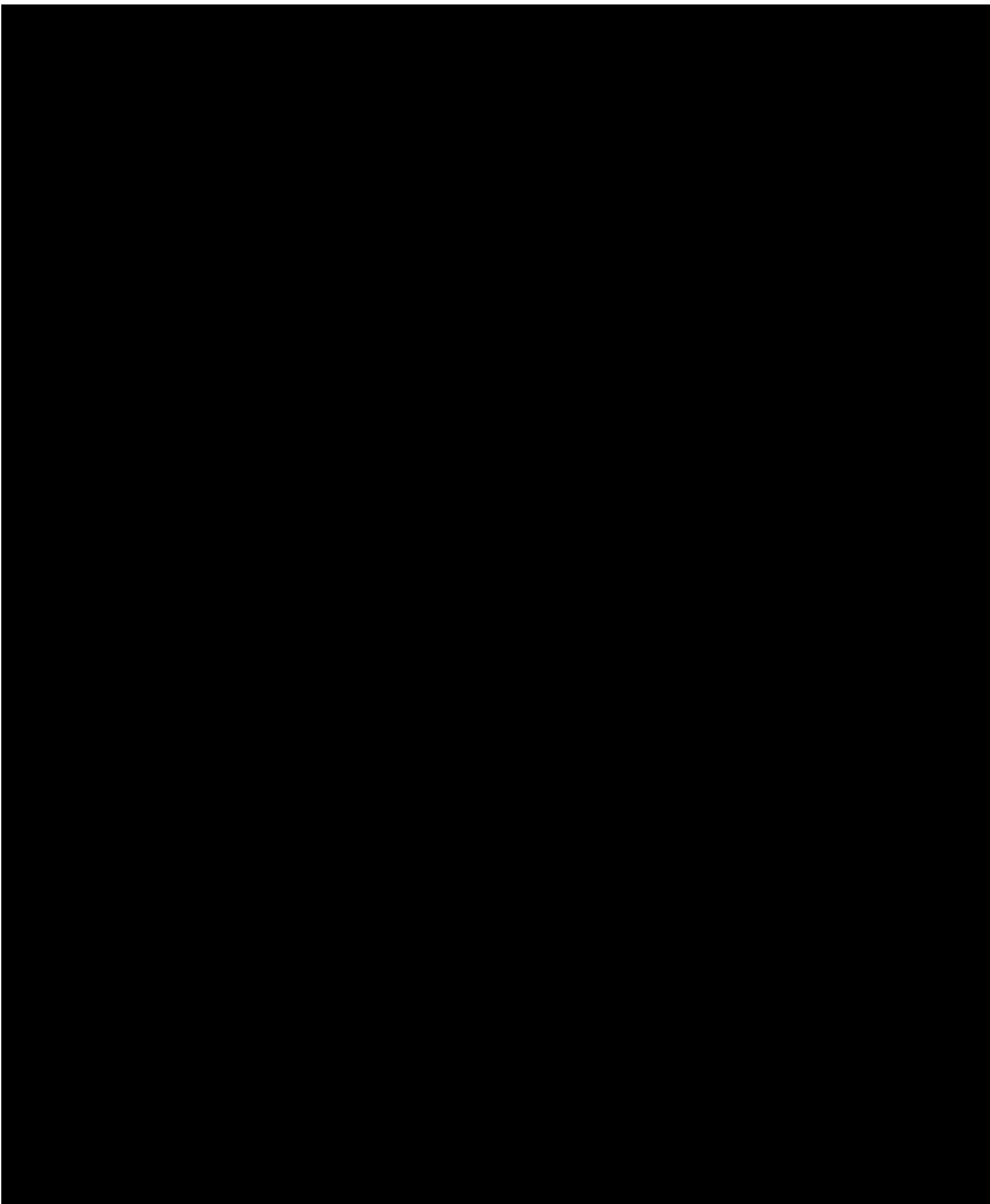
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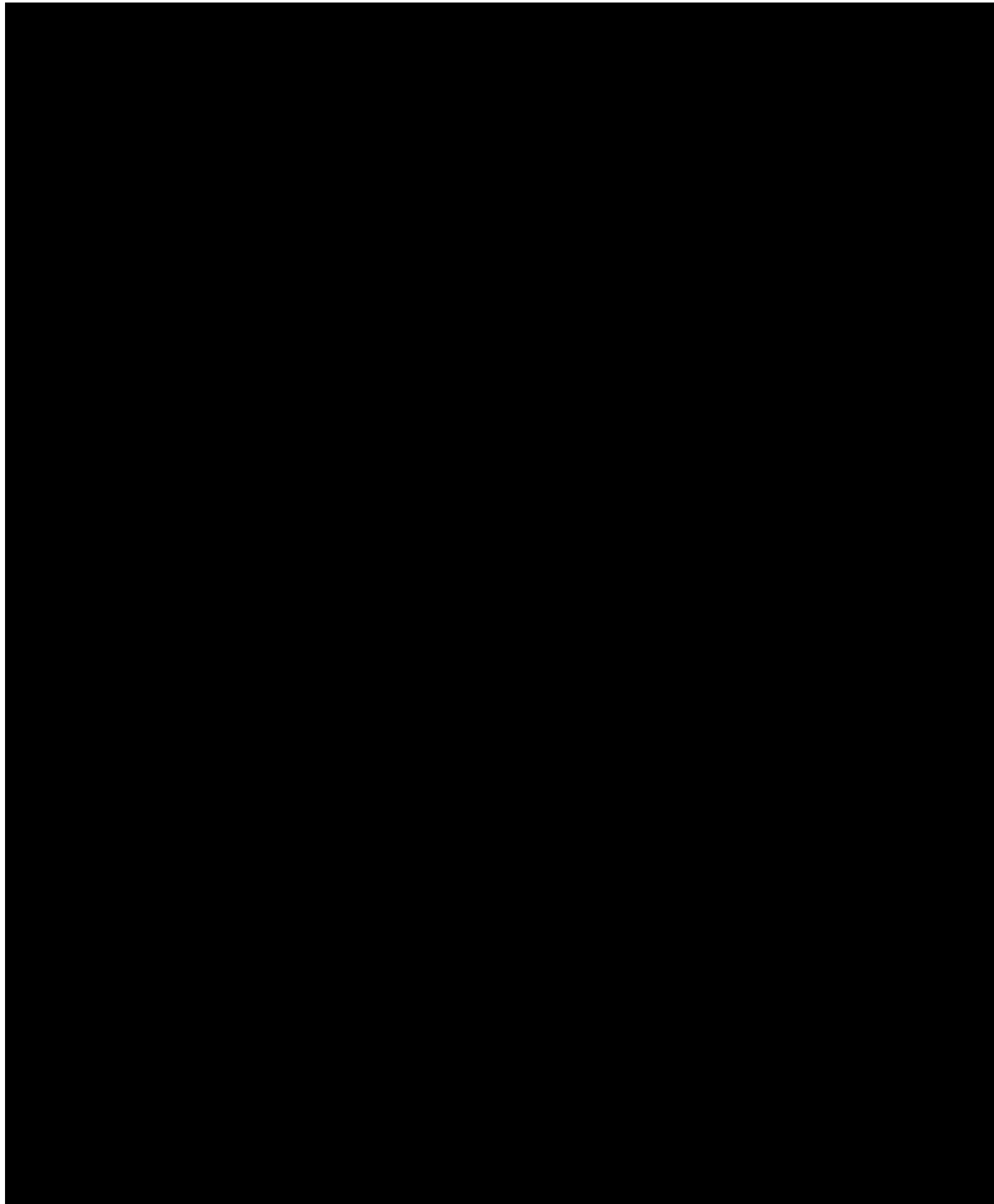


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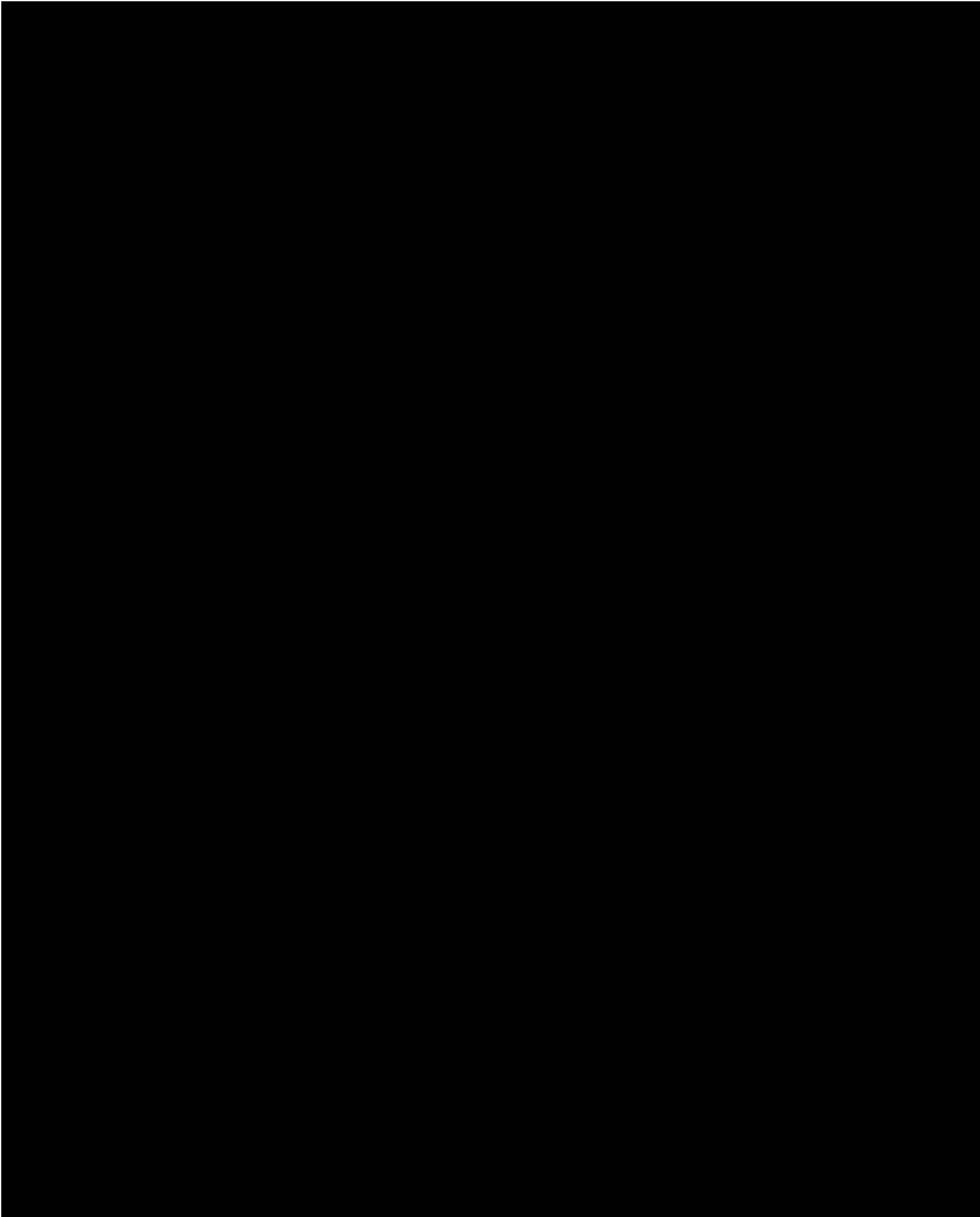




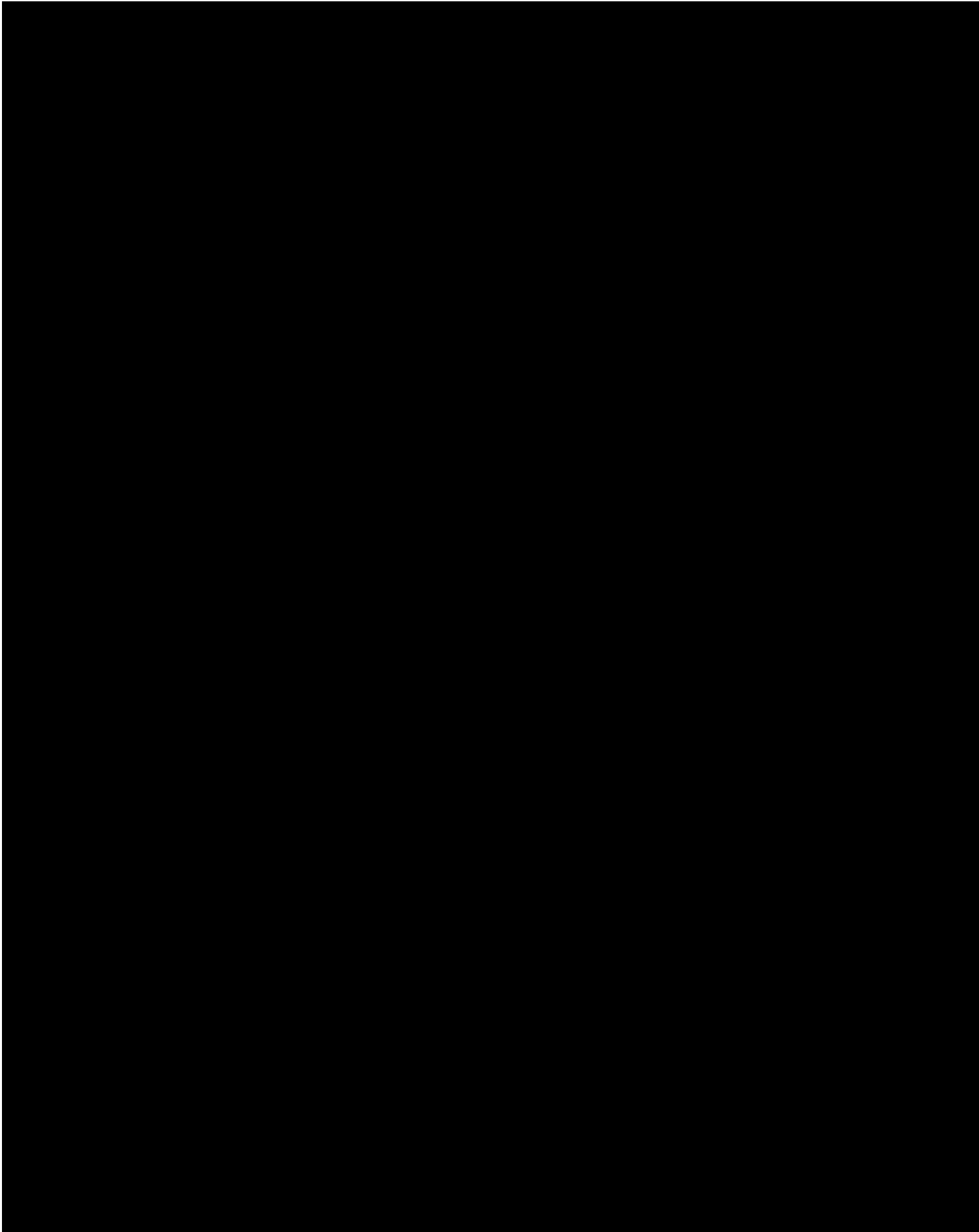
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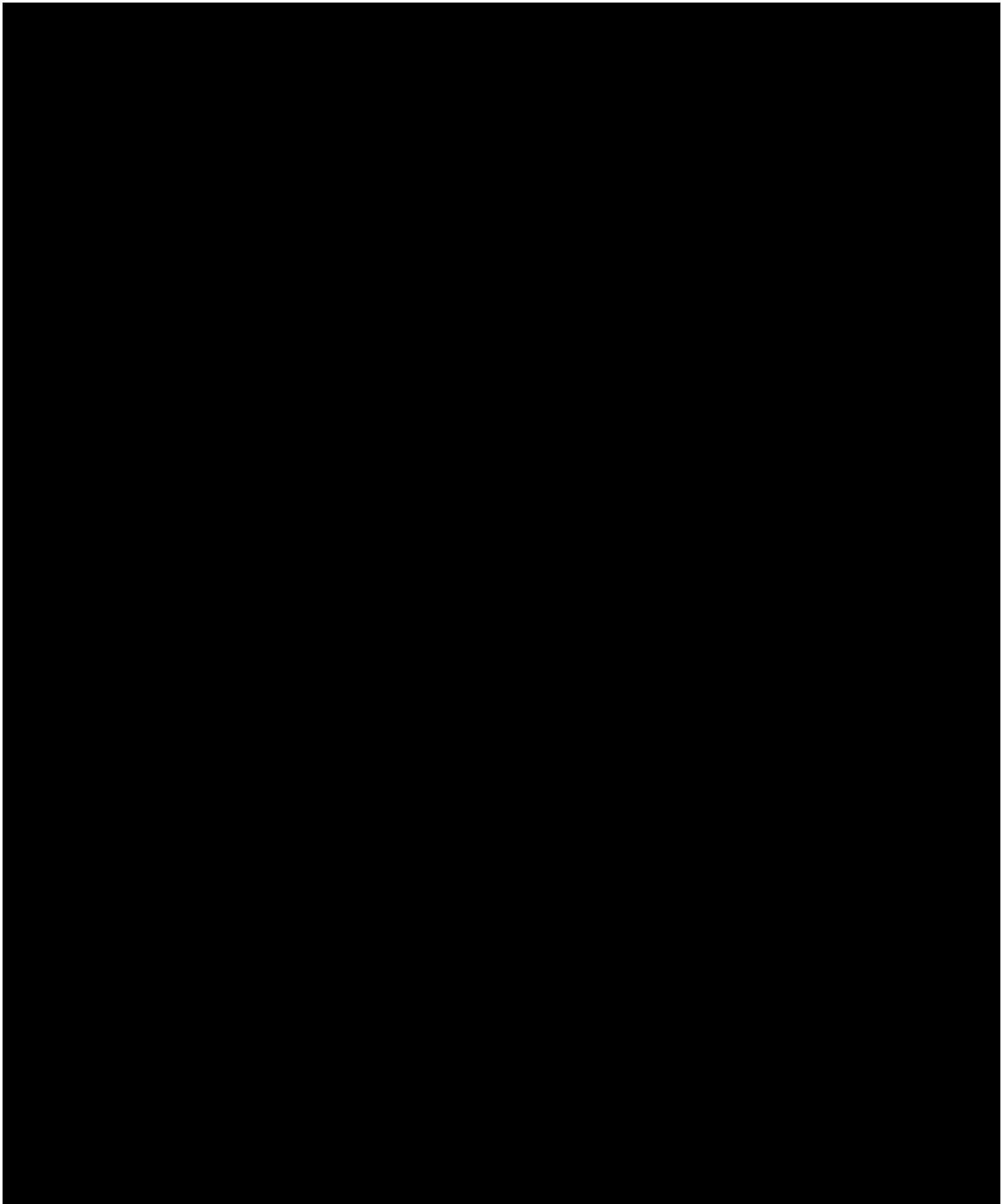
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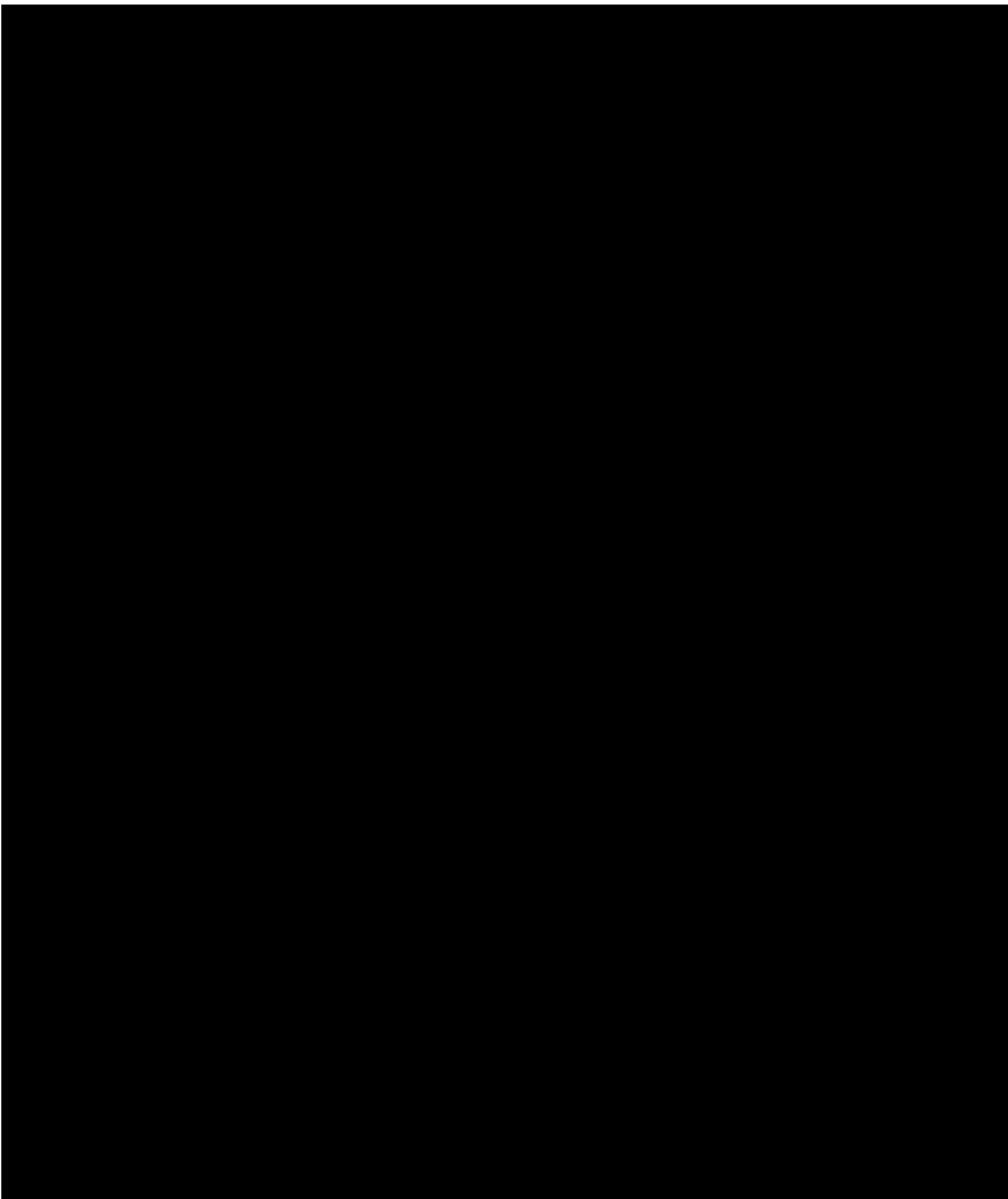
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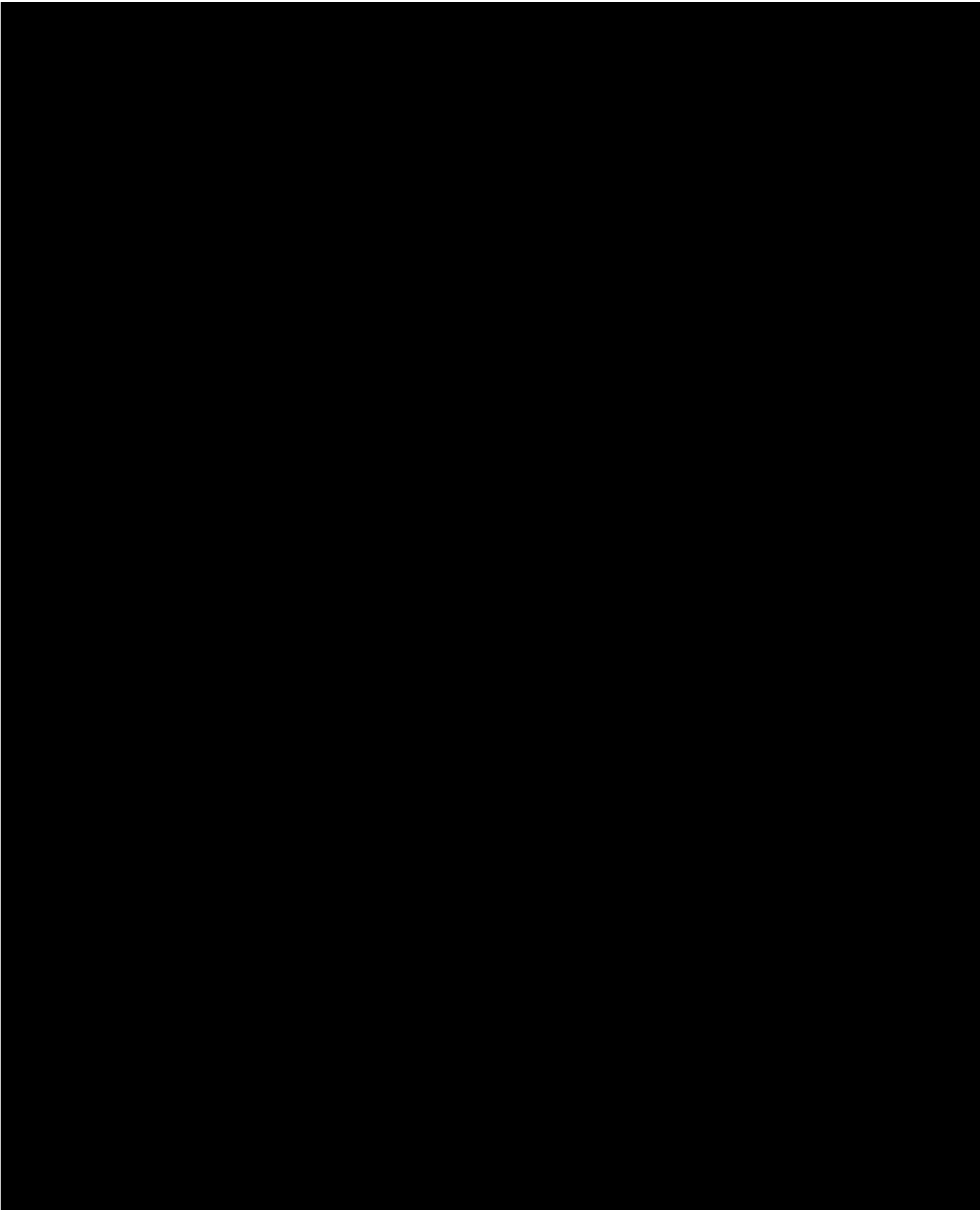
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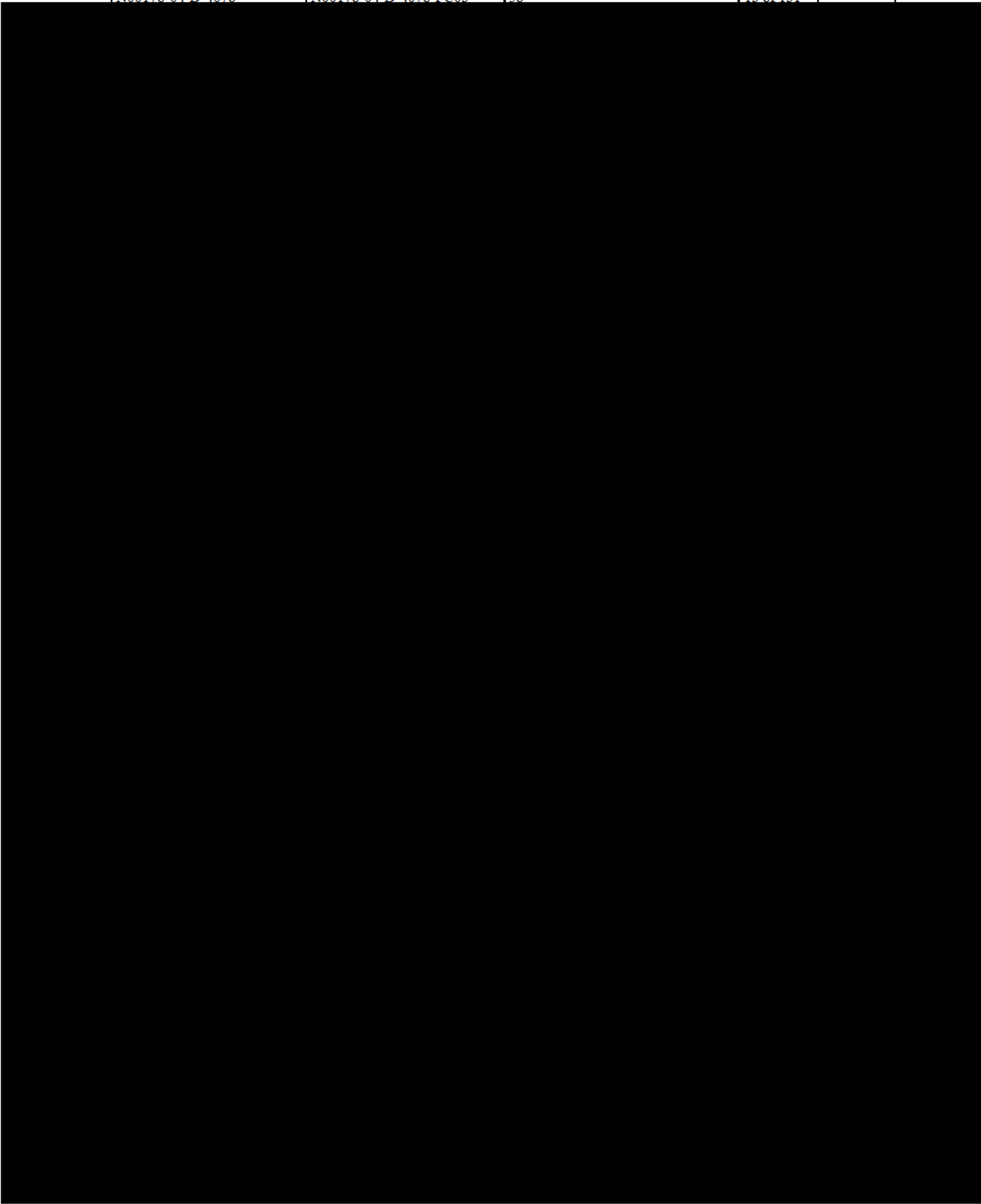
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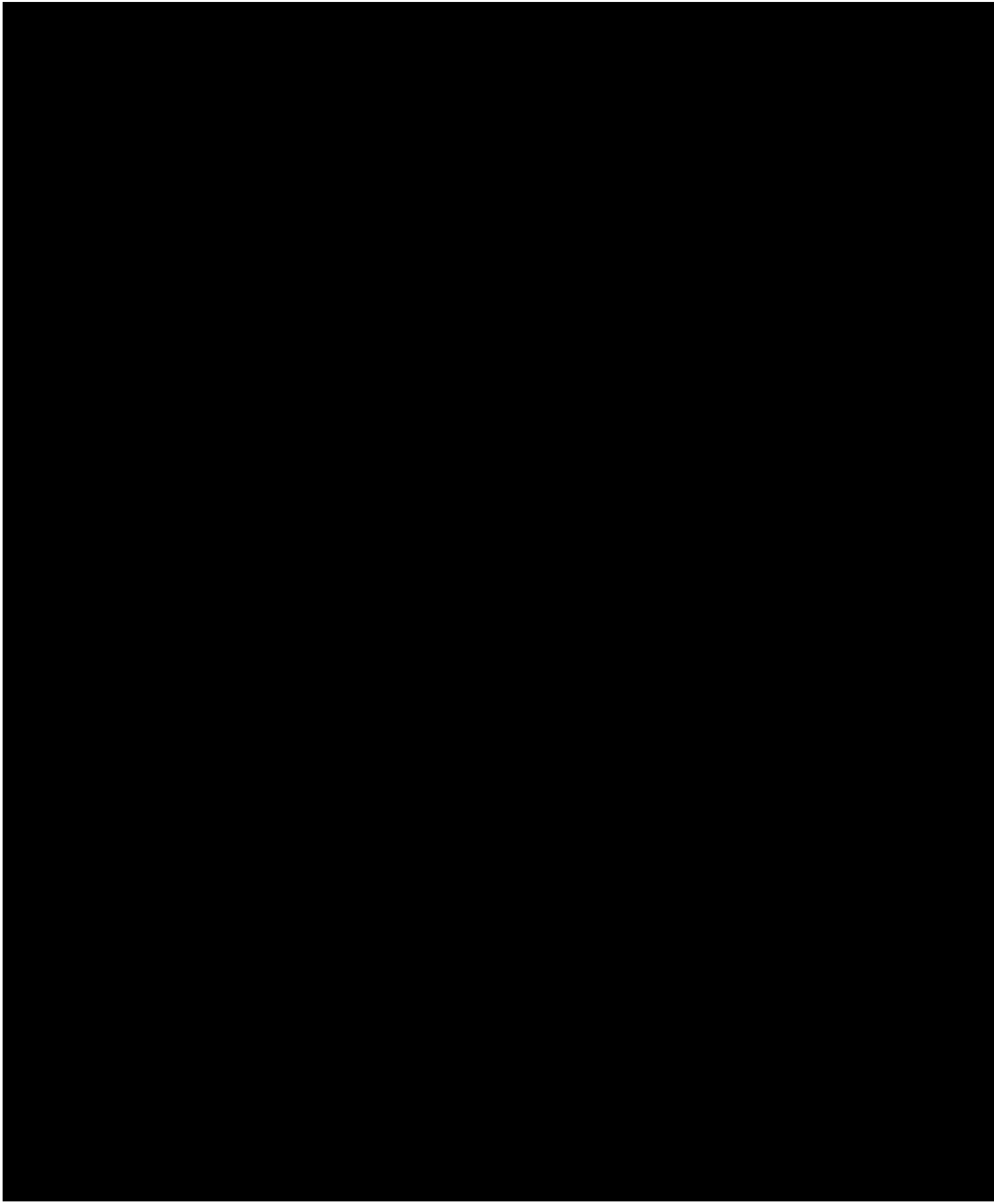
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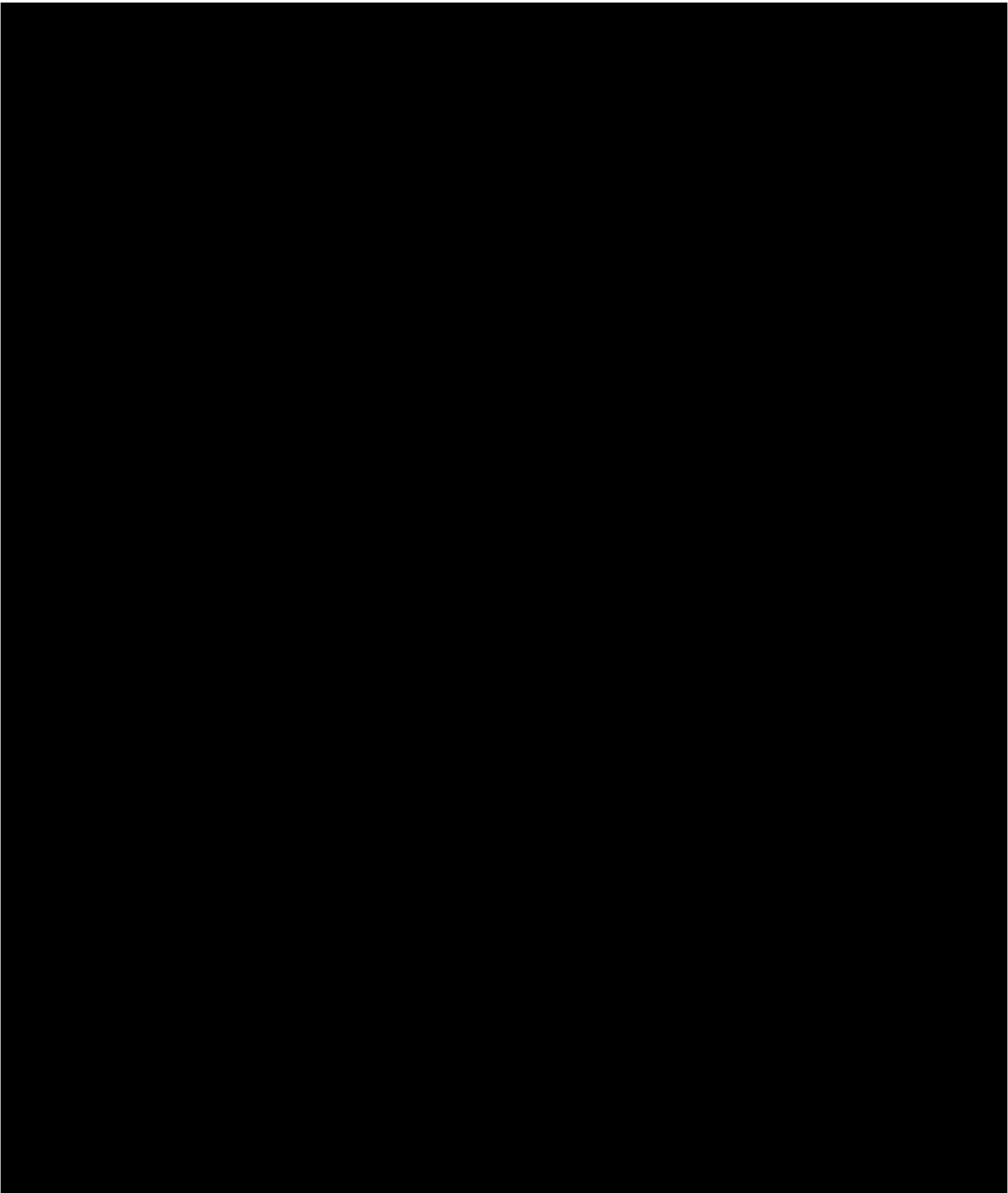


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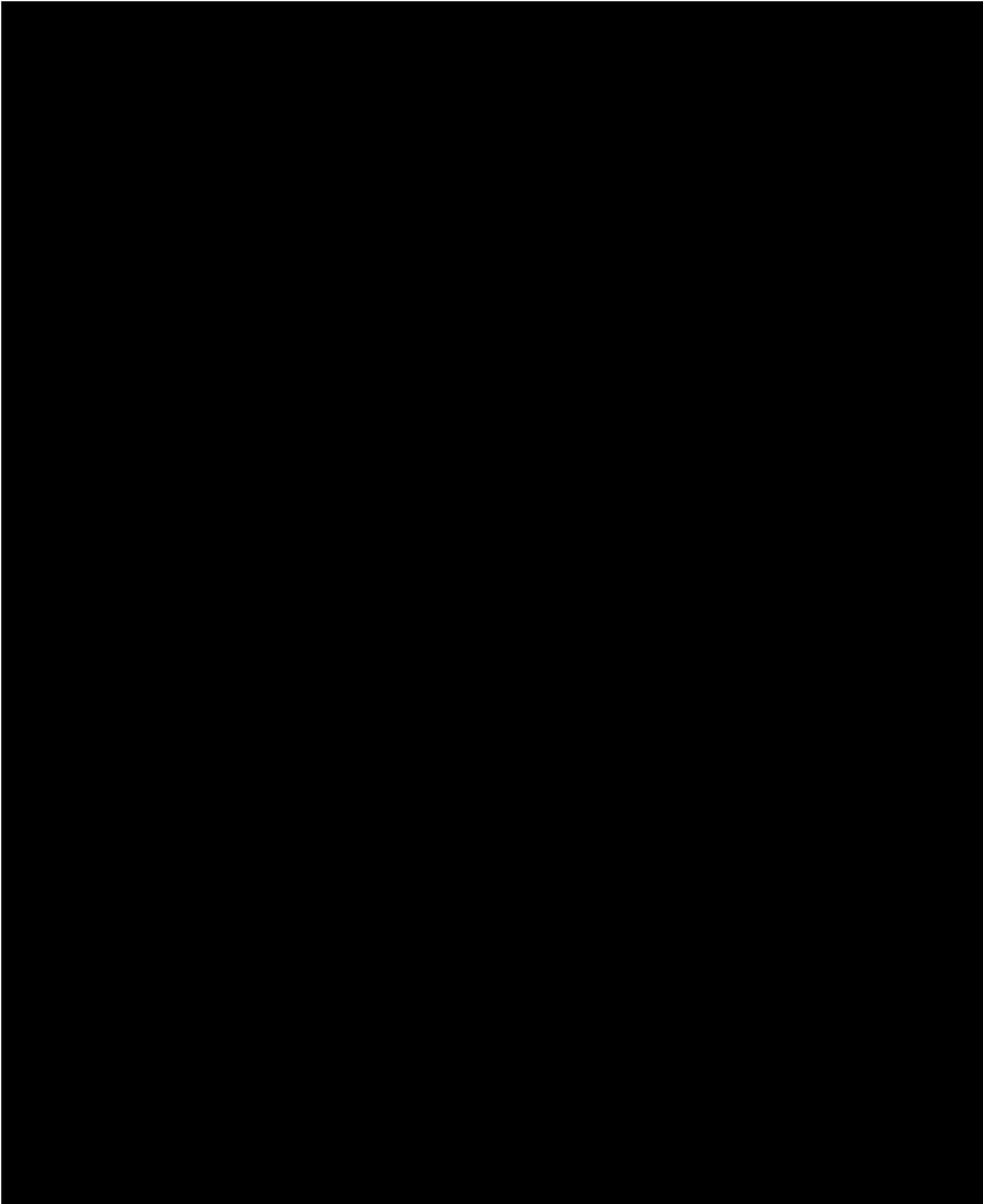




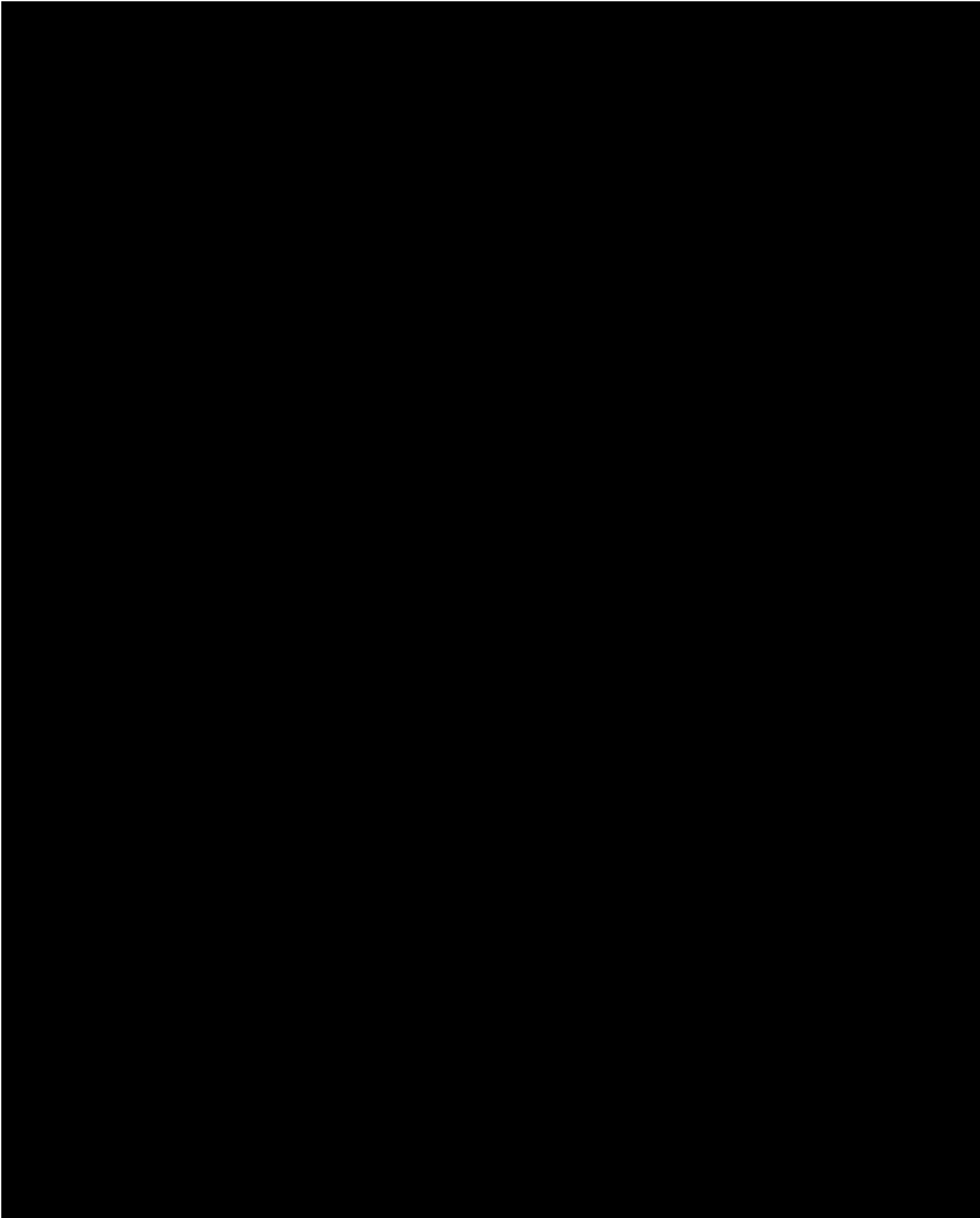
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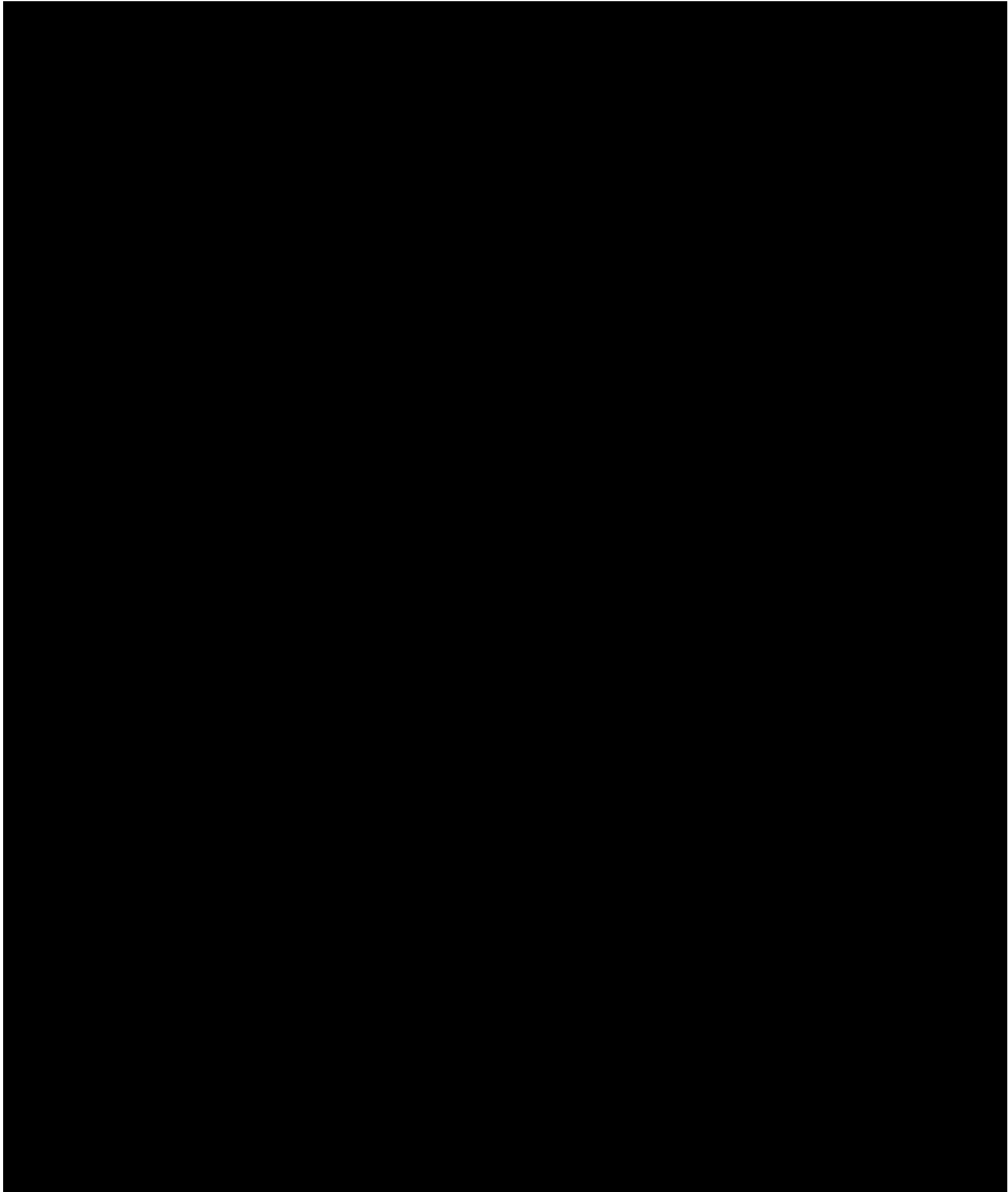
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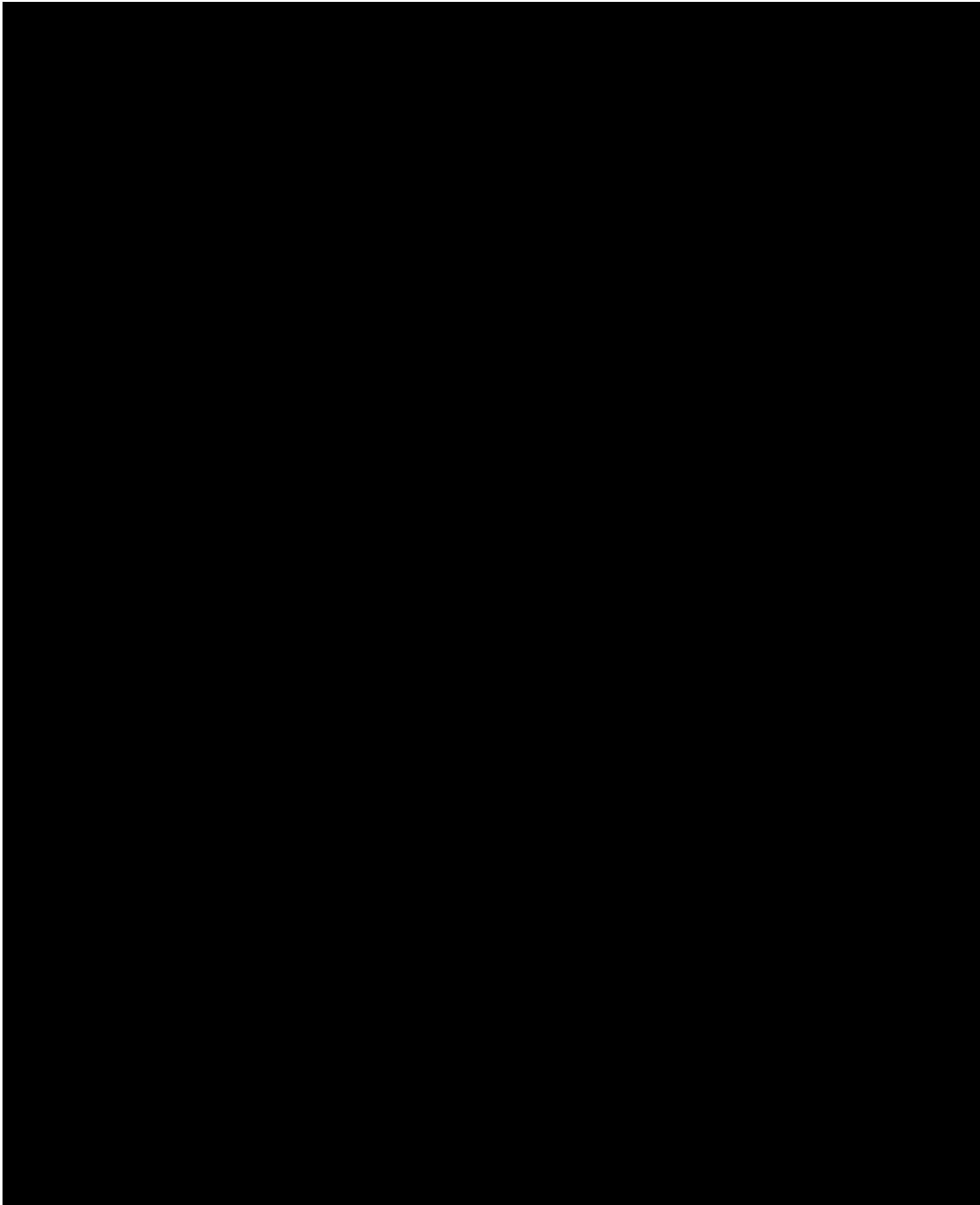
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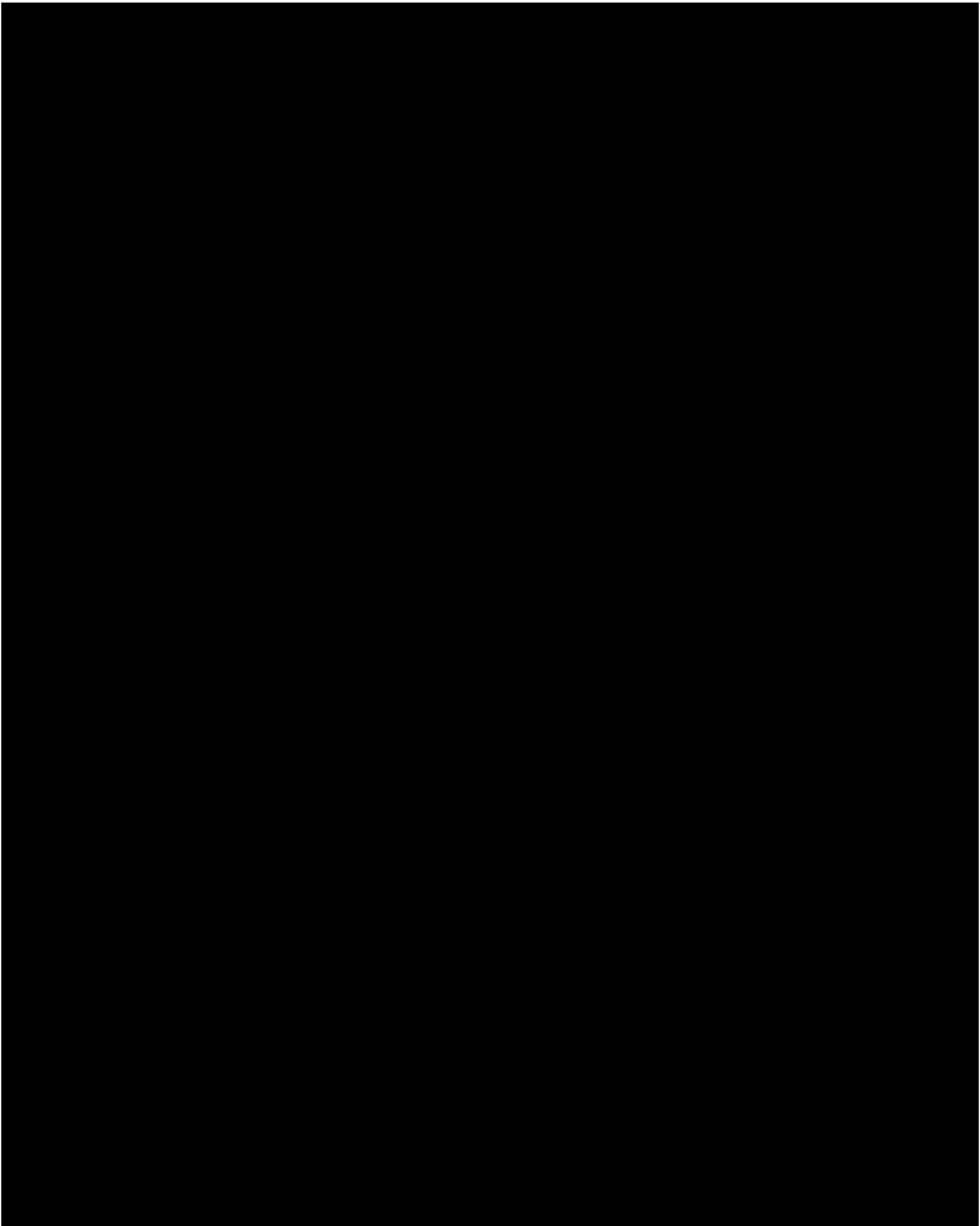
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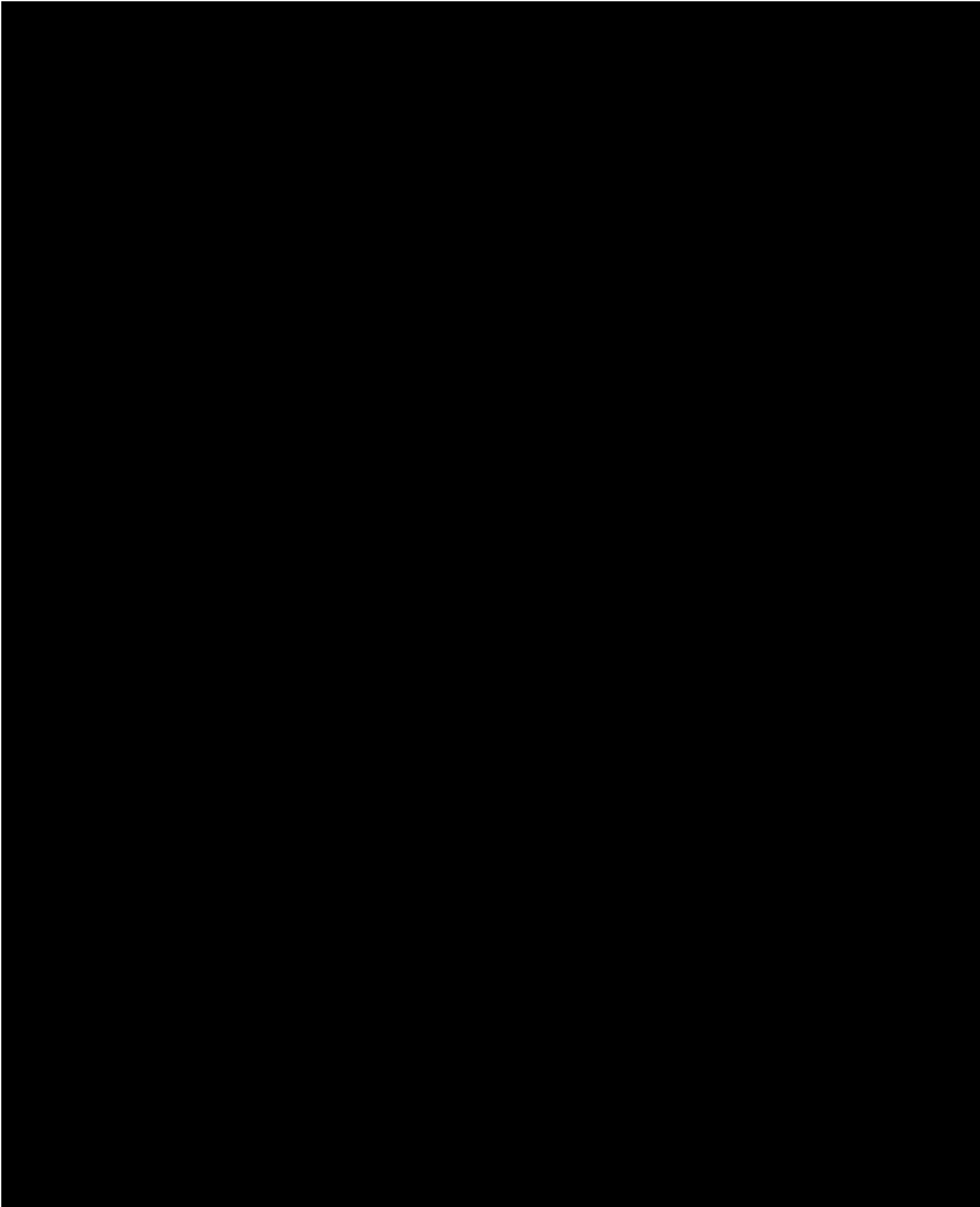
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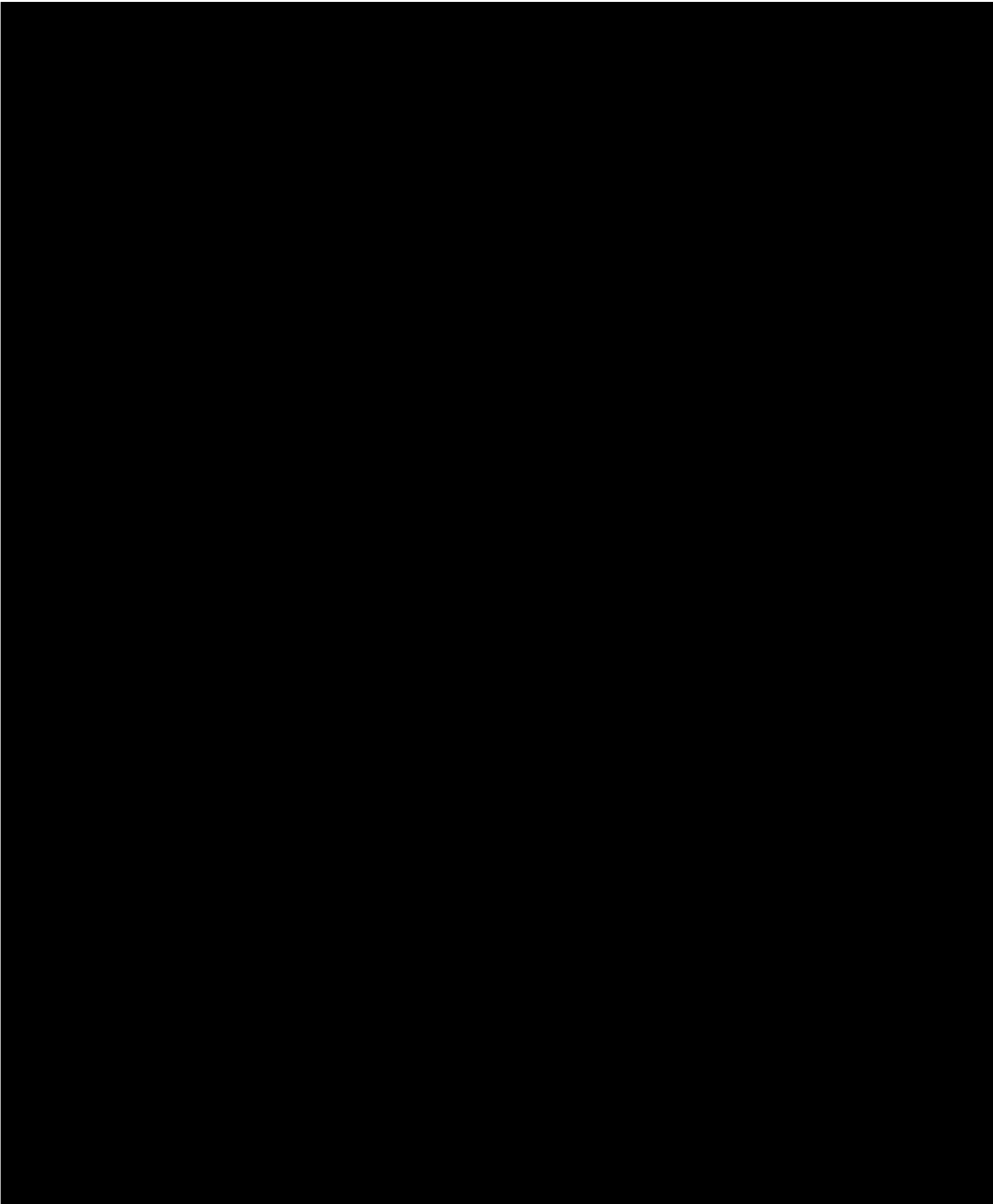
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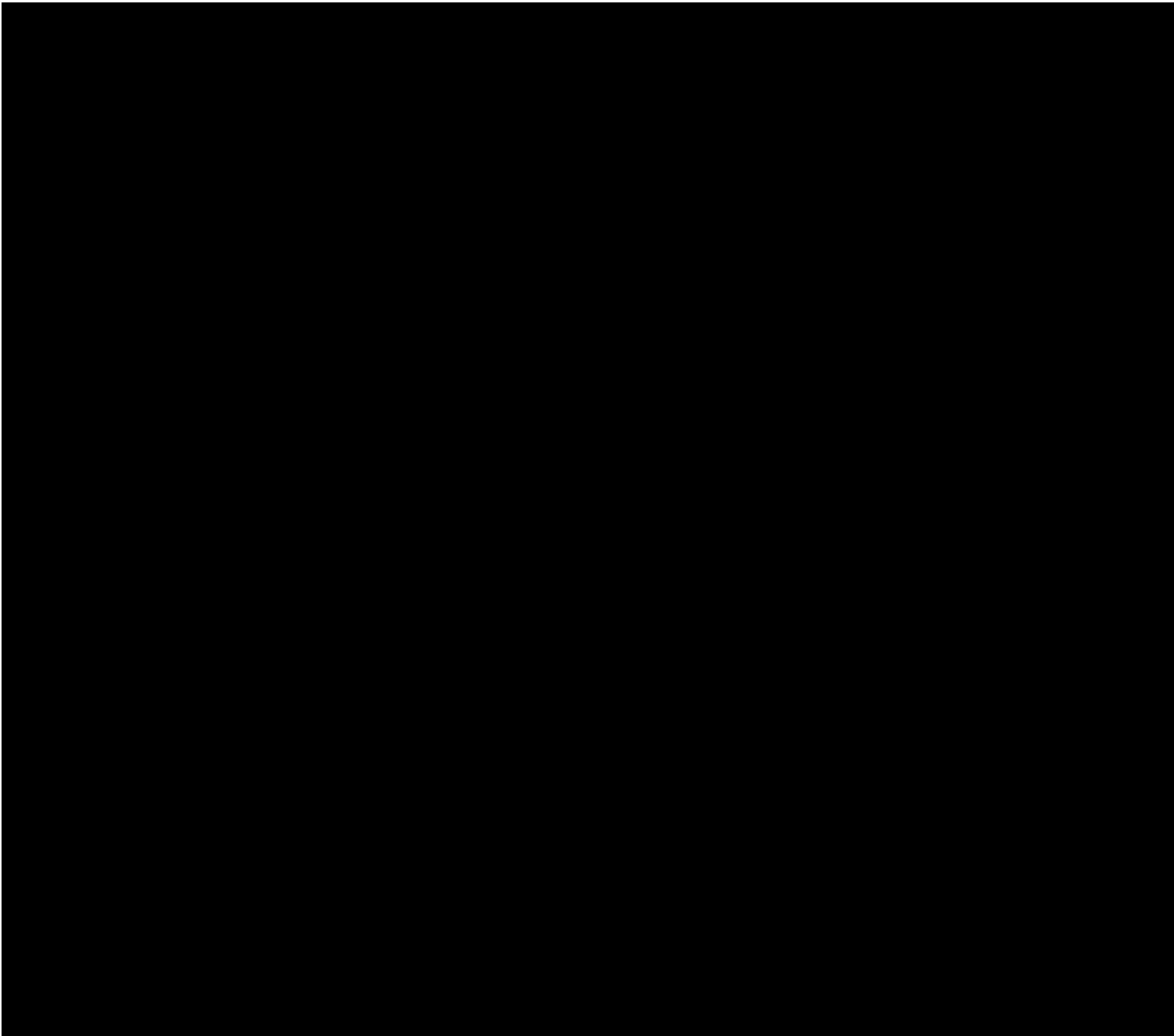
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**HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

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

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### 1.0 Scope

The objective of this Statement of Work (SOW) is for non-personal engineering and technical services for the operations at Naval Support Activity Crane (NSA Crane) in support of the Naval Surface Warfare Center (NSWC), Crane Division, Business and Project Operations Departments. The scope of this effort includes program management, data analysis, human resources, corporate communications, patent office coordination, strategic business planning, operations, metrics and program management support services, coordinate and maintain program documentation and databases, assist with defining and implementing strategic planning efforts, recommending business and market strategies, interface with customers, design technology roadmaps, and facilitate the science and technology program.

#### 1.1 Background

NSWC Crane provides comprehensive leadership and support for complex military systems spanning development, deployment and sustainment in three mission areas: Electronic Warfare/Information Operations, Strategic Missions, and Special Missions. NSWC Crane leverages its unique technical capabilities and those of industry partners to provide rapid response technical solutions to meet the mission of the warfighter. In rendering support to the identified tasks, outputs may take the form of information, advice, opinions, alternatives, analysis, reports, reports, evaluations, or recommendations to complement the Government's expertise required to accomplish its mission. The nature of this work shall, at times, require the contractor support personnel to be capable of quick response to stringent deadlines. The contractor is expected to deal with multiple assignments, changing priorities and be able to deal with a multitude of requirements that may arise.

#### 1.2 Applicable Paragraphs

This Task Order (TO) applies to the following bolded SOW paragraphs of the basic SeaPort Enhanced (SeaPort-e) Multiple Award Contract (MAC):

Basic SOW Paragraph Task Requirements

- 3.1 Research and Development Support – N/A
- 3.2 Engineering, System Engineering, and Process Engineering – N/A
- 3.3 Modeling, Simulation, Stimulation, and Analysis Support – N/A
- 3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support – N/A
- 3.5 System Design Documentation and Technical Data Support – N/A
- 3.6 Software Engineering, Development, Programming, and Network Support – N/A
- 3.7 Reliability, Maintainability, and Availability (RM&A) Support – N/A
- 3.8 Human Factors, Performance, and Usability Engineering Support – N/A
- 3.9 System Safety Engineering Support – N/A
- 3.10 Configuration Management (CM) Support – N/A
- 3.11 Quality Assurance (QA) Support – N/A
- 3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support – N/A
- 3.13 Inactivation and Disposal Support – N/A
- 3.14 Interoperability, Test and Evaluation, Trials Support – N/A
- 3.15 Measurement Facilities, Range, and Instrumentation Support – N/A
- 3.16 Logistics Support – N/A
- 3.17 Supply and Provisioning Support – N/A
- 3.18 Training Support – N/A
- 3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support – N/A

#### **3.20 Program Support**

#### **3.21 Functional and Administrative Support**

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### **3.22 Public Affairs and Multimedia Support**

### **2.0 Applicable Documents**

The documents listed in this section are applicable to this SOW. This section may not include documents cited in other sections of this SOW or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned they must meet all specified requirements documents as cited in this SOW, whether or not they are listed. In the event of conflict between the documents referenced herein and the contents of the SOW, the contents of the SOW shall prevail:

#### **2.1 Specifications – Mandatory Compliance – None Applicable**

#### **2.2 Standards – Mandatory Compliance**

29 CFR 1910 OSHA Standard for General Industry

#### **2.3 Other Publications and Regulations – None Applicable**

#### **2.4 Instructions and Directives**

NSA CRANE INSTRUCTION 5100.13, Smoking and Tobacco Use  
 OPNAVINST 5090.1B Environmental and Natural Resource Program Manual  
 DoD INST 4145-26M Facilities Security  
 DoD INST 5200-1R Information Security Program  
 DOD Directive 8500.1, Information Assurance  
 DoD 5220.22-M National Industrial Security Program  
 NSWCCRANEINST 7320.1 Management of Personal Property, Plant and Minor Equipment  
 SECNAVINST 5239.3B, Department of the Navy (DoN) Information Assurance Policy  
 SECNAVINST 7320.10A Department of the Navy Personal Property Policies and Procedures  
 SECNAVINST 5370.2J CH 1 Standards of Conduct and Government Ethics  
 OPNAVINST 5100-23G Navy Occupational Safety and Health Program  
 NSACRANEINST 11320.2 Fire Protection Manual  
 NSWCCRANEINST 5510.1A, Information, Personnel and Industrial Security Manual  
 NAVWPNSUPPCENINST 5910.1 Control of Contractor Personnel On-board NSWC Center, Crane  
 NSACRANEINST 5530.3 Antiterrorism Plan  
 NSACRANEINST 11240.1 Management and Operation of Government Motor Vehicles  
 NSWCCRANEINST 5530.1B Physical Security and Loss Prevention  
 NSACRANEINST 11100.1A CH-1 NSA Crane Cold Weather/Snow/Ice Plan  
 NSACRANEINST 11300.1A NSA Crane Energy Management Plan  
 NSWCCRANEINST 5000.1 Contractor Verification System Process  
 NAVWPNSUPPCENINST 11210-1L Center Operations during Inclement Weather  
 NSWC Crane Note 12600 Observed Holidays and Closed Days  
 OPNAVINST 5102.1C Mishap Investigation and Reporting  
 ISO 9001:2000 Quality Program

### **3.0 Requirements**

- 3.1 Research and Development Support - Not applicable.
- 3.2 Engineering, System Engineering and Process Engineering Support – N/A
- 3.3 Modeling, Simulation, Stimulation, and Analysis Support – N/A
- 3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support – N/A
- 3.5 System Design Documentation and Technical Data Support – N/A
- 3.6 Software Engineering, Development, Programming, and Network Support – N/A.
- 3.7 Reliability, Maintainability, and Availability (RM&A) Support – N/A
- 3.8 Human Factors, Performance, and Usability Engineering Support – N/A

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- 3.9 System Safety Engineering Support – N/A
- 3.10 Configuration Management (CM) Support – N/A
- 3.11 Quality Assurance (QA) Support – N/A
- 3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support – N/A
- 3.13 Inactivation and Disposal Support – N/A
- 3.14 Interoperability, Test and Evaluation, Trials Support – N/A
- 3.15 Measurement Facilities, Range, and Instrumentation Support – N/A
- 3.16 Logistics Support – N/A
- 3.17 Supply and Provisioning Support – N/A
- 3.18 Training Support – N/A
- 3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support – N/A

### **3.20 Program Support**

#### **3.20.1 Strategic Business Planning**

3.20.1.1 The contractor shall support the development, review and update of NSWC Crane Corporate, Division and Science & Technology (S&T) High-Level Future Strategic Business Plans throughout the organization. The contractor shall review existing market trend data, goals and objectives and provide update/change recommendations. As part of the Business Planning Division Team, the contractor shall perform an analysis and comparison of both the NAVSEA and NSWC Crane Business Plans for the purpose of identifying NAVSEA objectives to be incorporated into the NSWC Crane roadmapping structure and other strategic planning initiatives. The Contractor shall provide recommendations for improved alignment between NSWC Crane, and NAVSEA business objectives.

3.20.1.2 The contractor shall provide specific expertise and experience in realignment programs and organizational restructuring. The contractor shall, as part of the Business Planning Division Team, consult with Command staff in support of organizational studies and realignment plans and provide recommendations for improvement. The contractor shall evaluate proposed realignments to ensure they meet Navy, NAVSEA and Warfighter requirements and resolve documented organizational deficiencies. Realignment studies shall be conducted as appropriate. The contractor shall participate in command Integrated Product Teams (IPTs) and business planning meetings as required.

3.20.1.3 Establish processes that effectively communicate the goals and objectives associated with the corporate initiatives as they relate to future market trends. Facilitate Department, Division, and Branch level strategic planning sessions. Coordinate the implementation of the initiatives of the business planning. Attend corporate planning meetings, collaborate with Business Planning Division team members and develop new strategic initiatives and developmental tools.

3.20.1.4 The contractor shall use existing Government Business Intelligence (BI) tools (e.g, Microsoft Office Suite, SAP, etc.) and identify and develop new methods and tools to recognize, develop, connect, establish and monitor Corporate Performance Management (CPM) metrics relating to the objectives established by the NSWC Crane Strategic Business Plan. These methods and tools shall capture quality, quantitative, measurable, and demonstrable performance metrics in order to assess the activities performance for both internal and external requirements.

3.20.1.5 Data collection methods and tools shall be maximized and new ones developed to facilitate rapid, reliable, accurate, and automated collection of relevant performance data. The contractor shall be required to perform analysis on the collected data and put forth conclusions and recommendations.

3.20.1.6 Collect and analyze data and develop new tools. Identify CPM metrics required to meet each of the corporate objectives and implement the processes and methods to be used in capturing the data.

3.20.1.7 The contractor shall assist in development of rank-ordered business development schedule associated

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with prospective customers. Conduct market research and perform market gap/segment analyses. Research shall include identification of integration requirements, integration gaps and development of solution sets to address gaps.

3.20.1.7.1 Provide recommendations and guidance on use of Knowledge Management process and tools to support technology planning and market strategy.

3.20.1.7.2 Support the development of methodologies for further aligning NSWC Crane with NAVSEA HQ, NSWC HQ and other NSWC field activities.

3.20.1.7.3 The contractor shall participate in requirements definition, top level design and integration planning and the development of the program's engineering plan, associated budget requirements, and program technical reviews.

3.20.1.7.4 Assist with strategic planning support to the leadership of NSWC Crane to those within various departments as requested, and serve as a complement to the senior leadership within the Department and who may have a need for the experience and insights associated with current political, legislative and DoD issues which have impact on the NSWC Crane future.

3.20.1.7.5 Support Department Leadership and senior managers on matters involving vision development, future plans and analyses of courses of action and methodologies by which to realize the challenges associated with this mission area.

3.20.1.7.6 Participate in senior level conferences and meetings which require the development of presentations and briefs to various Naval Warfighting Capabilities audiences (CDRL A003).

3.20.1.7.7 Participate and provide recommendations to the department leadership regarding evolving solutions across the warfare Enterprises as the relationships and demands of the department grow to include others within these communities.

### **3.20.2 Business Planning**

3.20.2.1 Planning Support - The Contractor shall provide qualified personnel to perform program and planning support to the Business Planning Division. Support shall include: developing and maintaining program/project plans, coordinating/securing meeting requirements with attendees on/off site, providing synopses of meetings, developing and giving presentations, developing and maintaining databases, establishing priorities and research and providing analysis reports, coordinating and providing data call responses, and evaluating and providing assessment of technical and non-technical program reports.

3.20.2.2 Meeting Support - The Contractor shall provide qualified personnel to attend meetings supporting strategic planning, business development, performance and risk management, BI, and program status reviews. Personnel shall attend such meetings to obtain information for use in accomplishing the tasks identified in the Technical Instruction (TI).

3.20.2.3 Business Plan Analysis - The Contractor shall perform an analysis and comparison of both, the NAVSEA and NSWC Crane Business Plans for the purpose of identifying NAVSEA objectives to be incorporated into the NSWC Crane Roadmapping Structure and other Strategic Planning Initiatives. The Contractor shall provide recommendations and a roadmap process to connect vision, values, and objectives with strategic actions that are required to achieve those objectives for improved alignment between NSWC Crane, and NAVSEA.

3.20.2.4 Business Plan Management - The contractor shall support the development, review, processing and management of NSWC Crane business planning processes and other activities. The contract shall coordinate planning efforts and take action items in regards to NSWC Crane organizational activities.

3.20.2.5 Business Case Development - The contractor shall provide Business Case Analysis support focusing on reducing the costs of the service and support in order to provide the warfighter optimum support. In conjunction

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with, and as assigned by the Business Planning Division Team, the contractor shall define cost and support reduction issue candidates by establishing an objective for the analysis. The data required to meet the objective of the analysis shall be identified, classified and collected. The data shall be evaluated and analyzed to address the objective of the cost study and to develop findings which specifically relate the data to the objective. These studies shall serve to justify various projects and initiatives set forth by the NSWC Crane Business Planning Division.

The Business Case Analyses shall include, but not be limited to:

Executive Summary  
Historic/Situational Assessment  
Project Description  
Solution Overview  
Solution Detail  
Solution Alternatives  
Costs  
Benefits  
Implementation  
Timeline  
Risk Assessment  
SWOT Analysis  
Conclusions/Recommendations

3.20.2.6 The Contractor shall conduct studies to determine the combined readiness, i.e. knowledge, skills and abilities from major companies supporting NSWC Crane to determine their products, offerings, services, mission and goals.

3.20.2.7 The Contractor shall identify various Strategic Planning tools to be used in the development of objectives relating to the Corporate Planning & Business Operations Department, supporting the NAVSEA Business Plan, NSWC Crane Business Plan, Technology Roadmapping, NSWC Crane Small Business Innovative Research (SBIR) Program, Academia Partners, and emergent technologies within Private Industry.

3.20.2.8 The Contractor shall facilitate the development of NSWC Crane Roadmaps for various Codes throughout NSWC Crane. This support shall include developing a Roadmap plan for each effort and achieving the specified requirements to build the roadmaps. The individual roadmaps shall be integrated into the NSWC Crane Master Roadmap Plan, wherein alignment between NAVSEA and Crane business objectives converge. To ensure effectiveness, the contractor shall perform on-going assessments and provide recommendations for continued improvement.

3.20.2.9 The Contractor shall facilitate workshops for each effort. The workshops shall focus on the introduction to roadmapping; facilitate discussion regarding objectives of business units and Crane corporate; rank-ordered business objective schedule; matrix outlining roadmaps required to produce strategic guidance for each specified business objective; correlation and interfacing of all roadmaps; and establishing ownership and responsibilities within the roadmapping team.

### **3.20.3 Business Operations**

3.20.3.1 The contractor shall use existing Government BI tools and identify and develop new methods and tools to recognize, develop, connect, establish and monitor Corporate Performance Management (CPM) metrics relating to the objectives established by the NSWC Crane Strategic Business Plan. These methods and tools shall capture quality, quantitative, measurable, and demonstrable performance metrics in order to assess the activities performance for both internal and external requirements.

3.20.3.2 Enterprise Project Management System (EPMS) The contractor shall pilot and implement corporate project management through the standard EPMS software application. Recommend implementation strategy of EPMS at Crane Division through participation on Warfare Center level teams and active involvement in system modification and deployment initiatives.

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3.20.3.2.1 Offers advice and guidance related to integration of project management with strategic and business planning initiatives and coordinates with the Comptroller on financial system interfaces.

3.20.3.2.2 Provides education and training to experienced and newly selected project managers regarding: EPMS, Earned Value Management, Project Tracking and Execution, Customer Communication and Relationship Management, and Project Reporting.

3.20.3.3 The contractor shall manage, administer, and enhance the application of BI tools. Support the identification of new technology and trends that can enhance the organizations ability to enable external and internal customer relationships. Support Crane in managing Small Business sources and connecting those sources to Crane and it customer's requirements. Support Crane with internal processes and technology solutions to more effectively and efficiently accomplish its goals.

### **3.20.4 Program Management**

3.20.4.1 The Contractor shall provide program management support by attending briefings, developing briefing materials and participating in the meeting. The Contractor shall generate and distribute meeting agendas and publish minutes and action items from the meetings (CDRL A003).

3.20.4.2 Planning Support - The Contractor shall provide qualified personnel to perform program and planning support. Support shall include: developing and maintaining program/project plans, coordinating/securing meeting requirements with attendees on/off site, providing synopses of meetings, developing and giving presentations, developing and maintaining databases, establishing priorities and research and providing analysis reports, coordinating and providing data call responses, and evaluating and providing assessment of technical and non-technical program reports. (CDRL A001 and CDRL A002)

3.20.4.3 Meeting Support - The Contractor shall attend meetings supporting strategic planning, business operations, performance and risk management, BI, S&T programs, design reviews, technical meetings, user conferences, and program status reviews. As a result of attendance, the Contractor shall prepare a report for Government review containing information on trips, contacts made and briefs of discussions during attendance. The contractor shall facilitate the planning and support of meetings, conferences and reviews associated with the Science and Technology Programs. This task entails arranging and securing adequate facilities (government or contractor), preparing briefing materials, developing and distributing agendas and minutes. (CDRL A003)

3.20.4.4 The contractor shall conduct administrative, financial, and technical management functions of project planning; forecasting; proposing recommendations on funding and funding changes; status reporting of project progress; documenting the progress towards program objectives; scheduling of technical and management activities; preparing for and conducting reviews and presentations (Status Reviews, Management Reviews, Technical Interchange Meetings, Pilot Requirements Reviews, Pilot Design Reviews, and Technology Transfer/Transition Plan Reviews); describing results in detail; documenting any technological breakthroughs; and describing, in detail, the monthly status and overall conduct and results of the project.

### **3.21 Functional and Administrative Support**

3.21.1 The contractor shall perform administrative, financial, and technical management functions in support of project planning; forecasting; providing recommendations on funding and funding changes; status reporting of project progress; documenting the progress towards program objectives; scheduling of technical and management activities; preparing for and conducting reviews and presentations (e.g., Status Reviews, Management Reviews, Technical Interchange Meetings, Pilot Requirements Reviews, Pilot Design Reviews, Technology Transfer/Transition Plan Reviews, Work With Private Party (WWPP), S&T Agreements, Science and Technology Opportunity Working Group (STO WG), Science, Technology, Engineering, and Math (STEM), Alternative Funding Opportunities), University/Academia liaison; describing results in detail; documenting any technological breakthroughs; and describing, in detail, the monthly status and overall conduct and results of the project.

#### **3.21.2 Meeting Assistance**



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3.21.2 .1 Alignment review meetings shall be held annually at a minimum. These annual meetings shall include contractor, the impacted system/repair process management, and other interested parties. These meetings shall be held to assess results of Lean, Six Sigma, and Theory of Constraints implementation efforts, as well as to ensure that current efforts are in alignment with NSWC Crane management's Continuous Improvement vision. Changes to the efforts or vision may result, if necessary, from these meetings. The meetings shall be held at the site location at NSWC Crane, Crane, IN.

3.21.2 .2 The Contractor shall provide qualified personnel to attend meetings supporting operational assessments visits to other DOD commands, Task Force Lean (TFL) events, and program status reviews. Personnel shall attend such meetings to obtain information for use in accomplishing the tasks identified in the TI.

3.21.2.3 Meeting Support - The Contractor shall attend meetings supporting strategic planning, business development, performance and risk management, BI, S&T programs, design reviews, technical meetings, user conferences, and program status reviews. As a result of attendance, the Contractor shall prepare a report for Government review containing information on trips, contacts made and briefs of discussions during attendance. The contractor shall facilitate the planning and support of meetings, conferences and reviews associated with the Science and Technology Programs. This task entails arranging and securing adequate facilities (government or contractor), preparing briefing materials, developing and distributing agendas and minutes. (CDRL A003)

### **3.21.3 Data Management**

The contractor shall coordinate, compile, and enter required performance related data into various reports, analyze the data and make recommendations on implementation improvement areas, techniques and processes. The contractor shall use statistical techniques for process analysis and data analysis to derive cost reductions and potential savings through implementation of recommended changes. The contractor shall manage and maintain the CPA CI reference library to ensure that all NAVSEA TFL requirements are met in the preparation and execution of the NSWC Crane TFL event.

3.21.3.1 The contractor shall coordinate the annual development process of the Crane Innovation Portfolio (Science and Technology Annual Report). This includes working with the Chief Technology Officer (CTO), STO WG Chairs, S&T Division, Office of Counsel and any other applicable codes to insure accurate content. (CDRL A001 and A002).

3.21.3.2 The contractor shall maintain and continuously improve the S&T Alternative Funding Spreadsheet. This spreadsheet provides detailed information of known funding opportunities and programs for technology research, development and transition. The spreadsheet is to be updated continuously throughout the year with a deliverable due annually. (CDRL A001 and A002).

3.21.3.3 The contractor shall coordinate, compile and enter all WWPP data into various reports analyze the data and make recommendations on implementation improvement areas, techniques and processes (e.g., templates, agreements tracking, metrics, instruction, policy). (CDRL A001 and A002).

3.21.3.4 Contractor shall coordinate, compile and submit a monthly CTO newsletter that showcases monthly activity from the S&T Division.

### **3.21.4 NSWC Crane, Office of Counsel (Patent Execution)**

3.21.4.1 Invention Evaluation Board (IEB) - The Contractor shall support the NSWC Crane, Office of Counsel Patent Execution staff by coordinating IEB meetings, monthly schedule, publicize to participants and potential inventors, coordinate schedules, prepare IEB forms. Conduct IEB meetings, facilitate meeting, call inventors forward, distribute IEB review packages to include Navy invention disclosure form, IEB brief sheet, commercial potential report, decision forms, and collect signatures. Post IEB processing, Intellectual Property Management Information System (IPMIS), signature forms, inventor notification, awards processing, patent attorney turnover, hanging file/file wrapper preparation.

3.21.4.2 Patent Prosecution – The Contractor shall support the NSWC Crane, Office of Counsel Patent Execution

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staff by preparing patent application shells, preparing patent application files, sending patent drawings to contractors for preparation of formal drawings, prepare Information Disclosure Statements (IDS), prepare office action response shells, prepare docketing of all patent prosecution events, prepare issue fee filing, prepare maintenance fee scheduling, prepare royalty payment forms, and prepare correspondence for patent program. Contractor shall process the legal aspect of the patent process for approximately 100 inventions per year.

### **3.21.5 Human Resources**

3.21.5.1 The contractor shall support the NSWC Crane HR Organization. This includes the coordination, compiling, and analysis of related data into various reports and recommendations on implementation improvement areas, techniques and processes for the following HR functions: Recruitment and Selection, Position Classification, HR Regulations and Policy Review, Writing of HR Instruction and Standard Operating Procedures, HR Awards Programs, DEMO and Performance Systems Guidance, Works Compensation Program and the Telework and Wellness programs.

### **3.22 Public Affairs and Multimedia Support**

#### **3.22.1 Public Relations**

3.22.1.1 The contractor shall coordinate tours at NSWC Crane for off station visitors. These tours shall include scheduling visits at various buildings/departments located at NSWC Crane. The contractor shall coordinate a tour guide for each occurrence. The number of scheduled tours shall not exceed three (3) per week.

3.22.1.2 The contractor shall design and develop Command Awards IAW government provided design criteria delivered for each as GFI. The awards may include, but not be limited to, plaques, certificates of appreciation, and custom mounted trophy awards, etc to recognize an employee or Team Crane organizational element.

3.22.1.3 The Contractor shall provide personnel to attend meetings and/or trade shows associated with the scope of this SOW. The Contractor shall procure, prepare and set up displays and materials for the Corporate Communications Office and the Science and Technology Division at various off site locations.

3.22.1.4 The contractor shall develop, prepare and edit briefings, covers, brochures, presentations and posters for distribution to NSWC Command personnel.

3.22.1.5 The contractor shall review, edit, and incorporate articles into the local military and civilian news publications that cover command level and S&T efforts. The Government representative shall approve for final print/distribution.

3.22.1.6 The contractor shall develop text based articles and graphical publication materials for distribution to NSWC Command personnel. This publication shall be in the form of communication media (such as magazine, newsletter, etc) including color text, graphics and pictures. On occasion, this support shall extend to the areas photography and video support to capture various events on film or video tape.

3.22.1.7 The contractor shall provide Organizational, Building, Conference and Symposia support by providing and setting up displays as well as event coordination.

3.22.1.8 The contractor shall design 3-D graphic design full layout posters, brochures and media bulletins and develop interactive video presentations showcasing command level and S&T activities using compact disks.

3.22.1.9 Database Development shall be provided for the organization of graphic design files such as but not limited to graphics and soft copy documents.

### **4.0 Government Furnished Property**

4.1 Government Furnished Information (GFI). All Government furnished information shall be specified in the individual TI. All GFI is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the Contracting Officer, except as required for the

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specific performance of tasks under this contract. The contractor shall receive and maintain custody of any GFI provided during the course of the performance of this effort. Off base contractors may periodically be required to perform work at NSWC Crane to gain access to files and other information required for the accomplishment of the tasks set forth in this SOW. GFI shall be provided as required or at the request of the contractor.

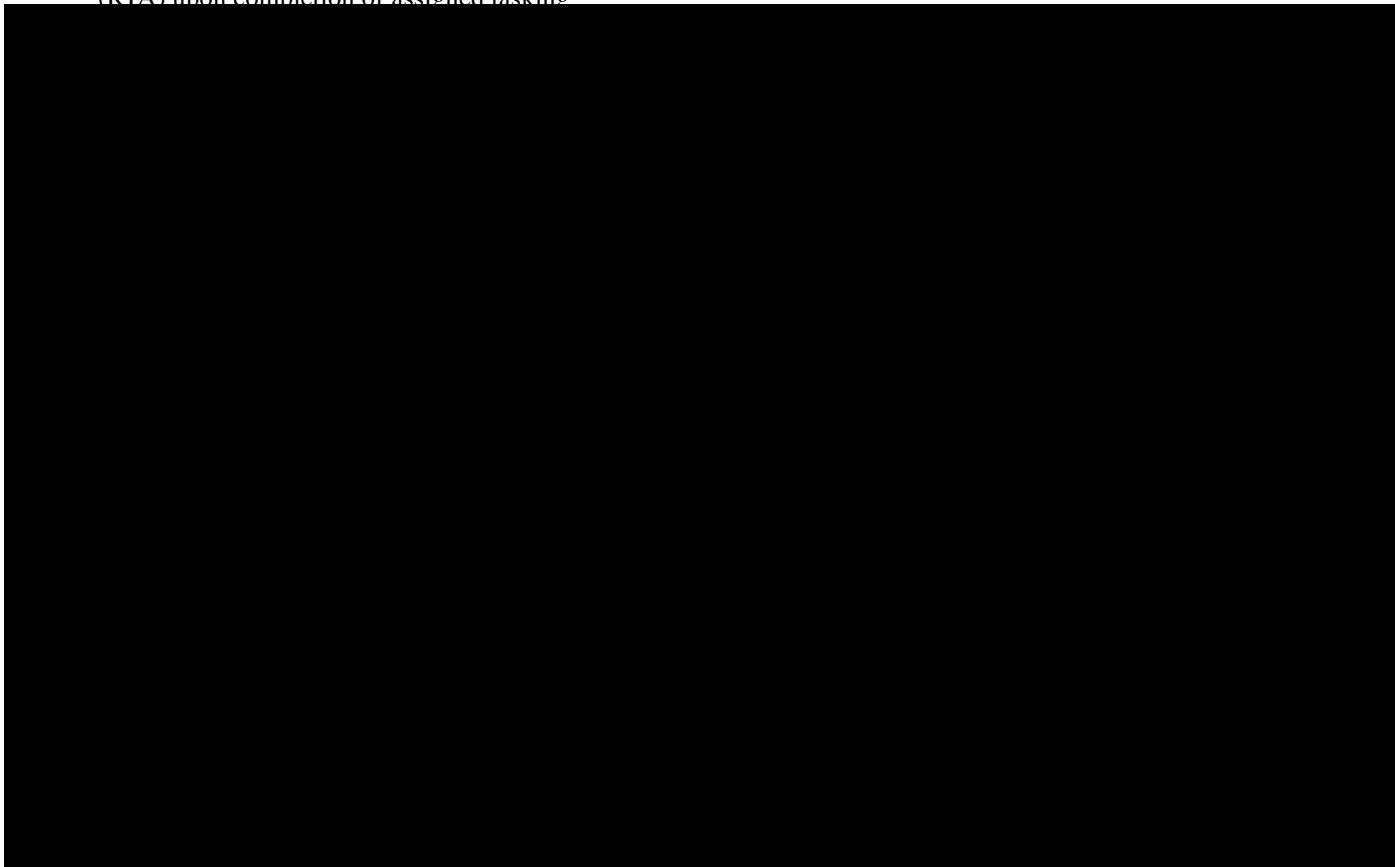
4.2 Government Furnished Material (GFM). All GFM shall be specified in the individual TI. GFM shall be provided when the contractor has a requirement for special or specific Government material per individual tasking.

4.3 Government Furnished Equipment (GFE). Contractor personnel at NSWC Crane shall be authorized access to NMCI owned/Government owned equipment, which shall be utilized during the performance of tasks stated in this TO. All GFE shall be specified in the individual TI.

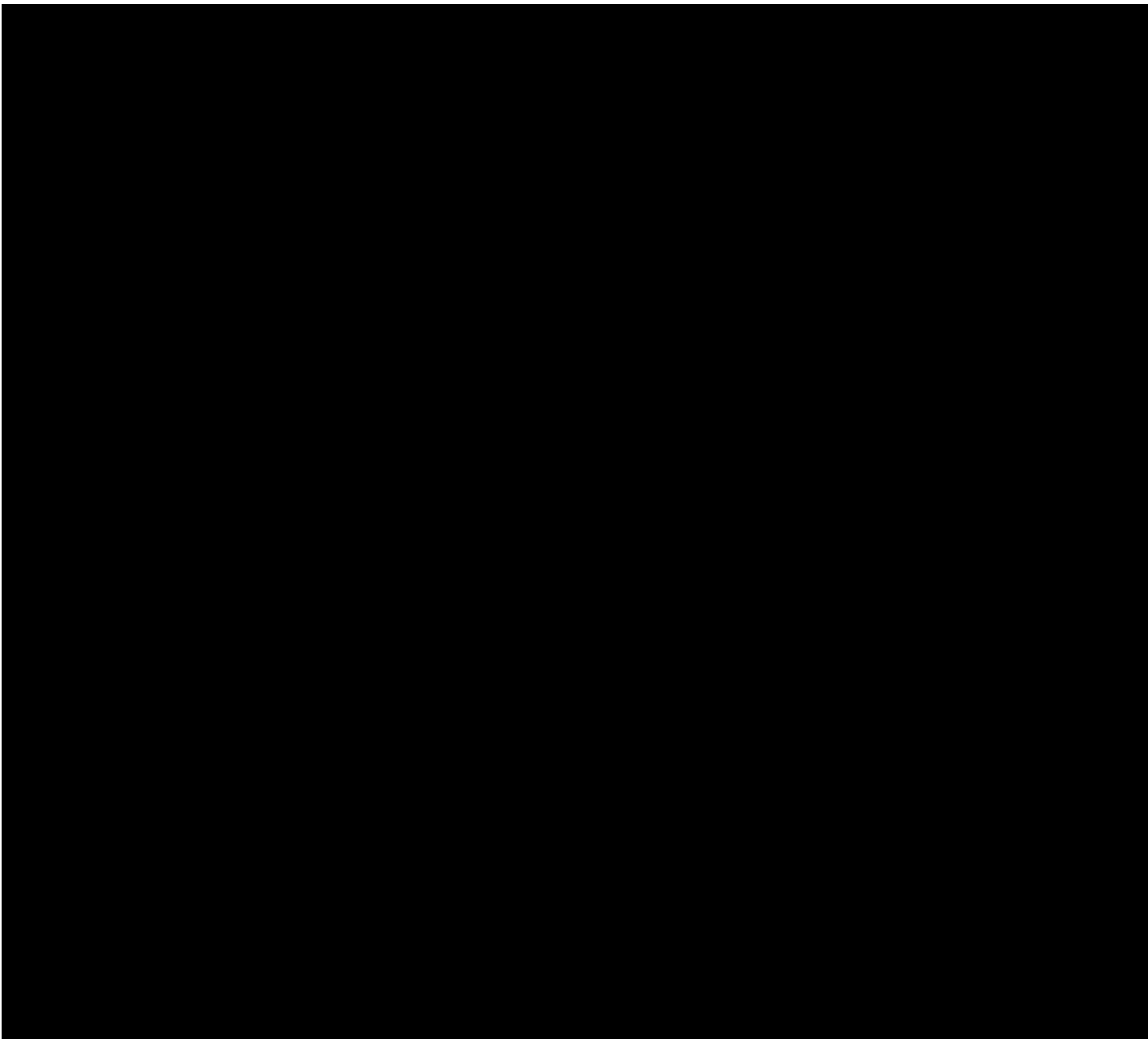
4.4 Government Furnished Facilities (GFF). For work required to be performed within NSWC Crane, the Government may provide office space, furnishings including desk, chair, computer, computer peripherals, copier and fax access, telephone, and other NMCI approved hardware on a non-interfering basis at NSWC Crane to provide the support outlined in the SOW. The Government shall be responsible for all NMCI access costs for contractors working on Government site. This does not include equipment identified to provide reasonable accommodation to contractor personnel. Contractor personnel at NSWC Crane may be required to periodically relocate as office areas are moved to conform to re-organizations within the NSWC Crane Division or continuous improvement process changes to improve efficiency.

The Government will provide the contractor necessary access to Government personnel with functional and business process expertise and management information required to perform the tasks outlined herein. The Government will provide necessary access to information systems and databases required to complete the tasks outlined herein. The Government will provide support required allowing necessary contractor access to facilities. Contractor shall assure that personnel offered to provide services meet security clearance requirements, if any, necessary to perform the tasks.

4.5 Return of Government Furnished Items. Unless consumed during contract performance, all GFI, GFE, and GFM provided to or acquired by the contractor shall be returned to the responsible Requiring Technical Activity (RTA) upon completion of assigned tasking.



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## **6.2 Travel**

### **6.2.1 Travel Requirements**

The Contractor may be required to travel CONUS. All travel requests for Contractor's travel will be authorized by a COR approved Travel Authorization unless the required travel is specified within the TI. The Contractor shall submit a trip report to the technical points of contact for all travel performed no later than two weeks after completion of the trip (CDRL A005).

### **6.2.2 Travel Authorization**

Any travel undertaken by the Contractor for performance of TO must have prior authorization by the COR (as stated in each TI).

### **6.2.3 Need-to-Know Certification**

When required to obtain access to a Government facility, ship, aircraft, or other duty station, the Contractor shall initiate requests for need-to-know certification and submit these request to/through the COR for appropriate action.

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### **6.3 Contracting Officer's Representative (COR)**

The COR is the point of contact for non-substantiative communications of a technical nature. Only the Contracting Officer has the authority to change the requirements of this order(s). The COR is identified in Section G.

### **6.4 Requiring Technical Activity (RTA)**

The RTA contacts are Functional Managers, Task Managers, and project leads which will be identified in individual TIs.

### **6.5 Funding**

This task order will be funded incrementally as required. Each project will be identified by a separate TI and/or CLIN/SLIN.

### **6.6 Safety and Health**

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

### **6.7 Hazardous Materials**

The contractor will provide personnel responsible for the handling of the hazardous materials and the respective Material Safety Data Sheet (MSDS). This responsibility includes proper training in the handling and disposal of the hazardous materials.

### **6.8 Control of Contractor Personnel**

The Contractor shall comply with the requirements of NAVWPNSUPPCENINST 5510.1 and NAVWPNSUPPCENINST 5910.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J. Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site (CDRL A005).

### **6.9 Identification Badges**

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on the requiring activities property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the Contracting Officer's Representative (COR) within forty eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge.

### **6.10 Accident Reporting**

The Contractor shall maintain an accurate record of and shall report all accidents to the COR immediately after

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incident occurs.

### **6.11 Smoking Regulations**

Smoking on Government property shall be in approved areas only in accordance with NAVFAC P 1021. Smoking in vehicles is prohibited.

### **6.12 Release of Information**

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

### **6.13 Privacy Act**

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

### **6.14 Damage Reporting**

The Contractor shall maintain an accurate record of and shall immediately report to the COR all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1.

### **6.15 Non-Personal Services**

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the TO Procuring Contracting Officer (PCO) immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

### **6.16 Investigations**

Contractor employees shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

### **6.17 Government Observations**

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance

### **6.18 Work Area Cleanliness**

The Contractor shall be responsible for the orderliness and cleanliness of all Government controlled areas being used by the contractor for office and storage. The space shall be clean, neat and free from fire hazards, unsanitary conditions and safety hazards.

### **6.19 Key Control**

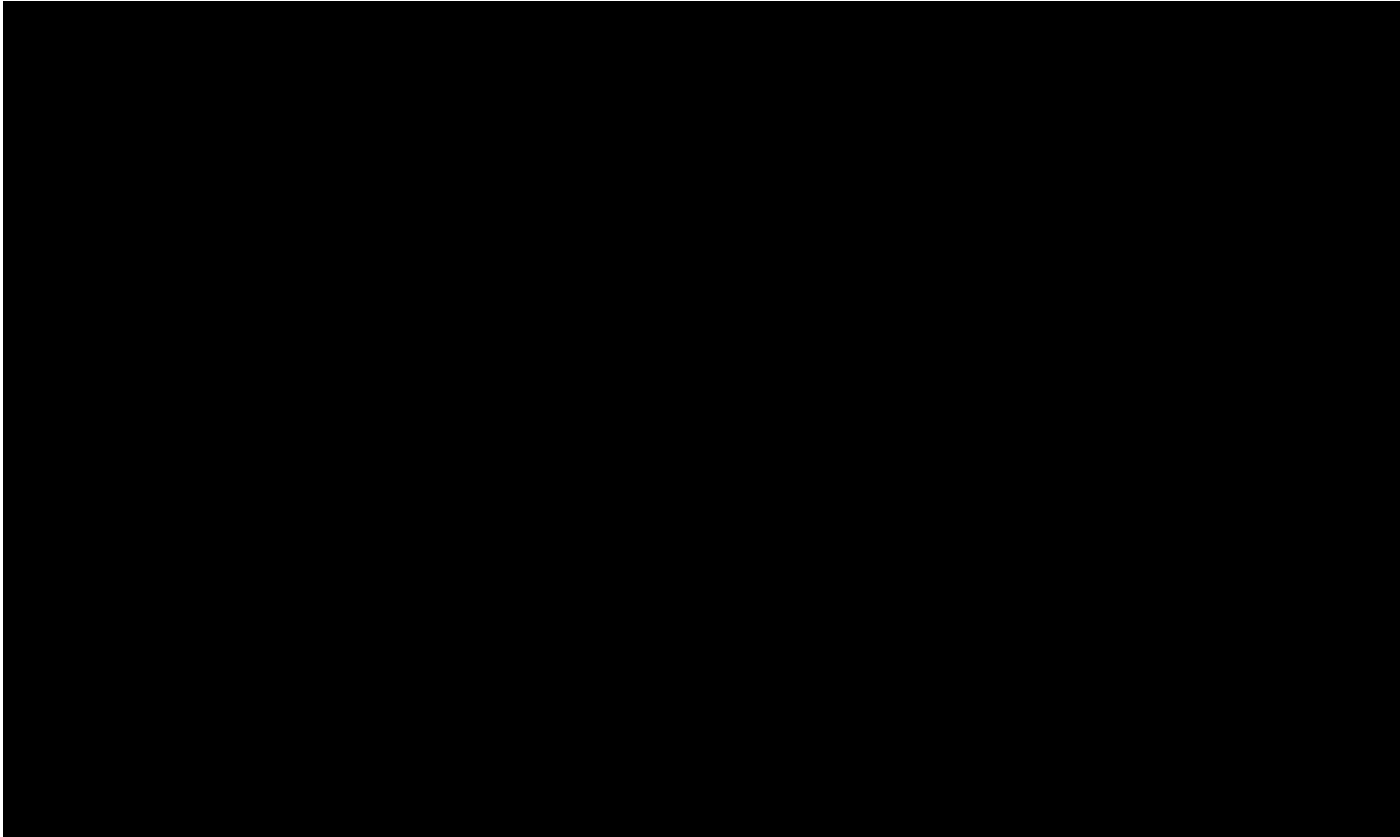
The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor

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by the government shall be duplicated. The Contractor shall develop procedures covering key control. Key control and accountability shall be IAW the key control requirements set forth in applicable regulations.

### **6.20 Hours of Operation**

The Contractor's hours of operation will be provided on each individual TI. If not so stated, then the normal duty hours for Contractor on-site personnel and the Contractor's liaison facility personnel assigned to this effort fall between 0630 and 1800 hours during normal government workdays, Monday through Friday. The contractor may be required to respond to an emergency and work outside of regular working hours to perform the work as required. If contractor desires to have personnel work compressed work schedule it shall be requested in writing and approved by the COR.



#### 6.20.3 Closed Days

All closed days will be designated by the Commander, NSWC, Crane Division. Closed days will be associated with holidays, National Security, and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by COR/KO and specified on individual TI. In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges IAW the company policy.

##### 6.20.3.1 Inclement Weather

When the Government Agency is closed by the Commander because of inclement weather conditions and/or dangerous conditions, notification of the closing will be broadcast over local radio and television stations.

##### 6.20.3.2 Holidays

A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published

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at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

New Year's Day	Birthday of Martin Luther King, Jr.
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor IAW the practice as observed by the assigned Government employees at the using activity.

### **6.21 Continuous Improvement**

The contractor shall support the NSWC Crane Continuous Improvement program. The contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

### **6.22 Information Non-Disclosure**

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

### **6.23 Licenses, Certifications, and Training**

The contractor is required to receive training and hold a valid license or certification for the operation of forklifts and other handling equipment (hoists, cranes, etc.); receive training and certification in the handling of hazardous materials; and receive training and certification for any other specialized operations as required in support of the tasking set forth in this SOW. Training may be Government sponsored and conducted on-center, contractor sponsored and conducted at vendor facilities.

#### **6.23.1 Special Qualifications**

The government requires the following mandatory training be completed annually to access government facilities, equipment or information systems or information. After contract award, the mandatory training classes shall be made available to contractor personnel with an NMCI connection:

- Suicide Prevention
- Quality Awareness
- Information Assurance Awareness
- Trafficking in Person
- Operations Security (OPSEC)
- Environmental Management System Awareness
- Telecommunications Awareness
- Prevention of Sexual Harassment Training
- Environmental Awareness
- Hazardous Electromagnetic Order (Hero)
- Anti Terrorism
- Network Security Awareness
- Corp Communications



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Security Awareness

#### **6.24 Existing Conditions**

In the performance of work under this TO, the contractor is not responsible for any existing conditions (conditions that exist prior to or as of the effective date of this TO) at the GFF, and the Government will reimburse the contractor for any costs or liability the contractor might incur as a result of these existing conditions. The Government and the contractor will jointly conduct an inspection of the facilities to establish baseline conditions at the start of the performing period.

#### **6.25 Data Rights**

All data/documentation delivered/created in support of this effort becomes the property of the US Government and will be delivered without proprietary markings. The Government will have unlimited rights of all data delivered under this TO. The Government will have unlimited data and distribution rights to all processes, systems and equipment developed under this SOW. Data required from this contracting action shall be delivered in English with applicable numbering in English or metric units. The Government will have unlimited rights to reproduce and use all submitted CDRL(s).

#### **6.26 Use of Government Vehicles/Material Handling Equipment**

Contractor may be required to drive Government owned/leased vehicles on-site at NSWC Crane in performance of their duties. Authorization to drive Government owned/leased vehicles will be specifically authorized when applicable. All contractor personnel operating Government vehicles shall possess a valid state driver's license. Contractor shall report any accidents involving motor vehicles or any other Government equipment immediately to the cognizant Government manager and the Contracting Officer.

#### **6.27 Contractor Identification**

This TO is for non-personal services as defined by FAR Subpart 37.104. As such, Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

#### **6.28 Contractor Acquired Property (CAP)**

Any material purchased by the contractor for the use or on behalf of the Government will become the property of the Government at the conclusion of the TO. The transfer of materials shall be documented by the contractor in addition to an accounting of all materials consumed during the performance of individual elements of the TO. The contractor shall furnish the Government a copy of such documents identifying the materials consumed on a monthly basis. At the conclusion of performance for this effort, all remaining CAP shall be delivered to the Government.

#### **6.29 Periodic Progress Meetings**

The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

#### **6.30 Continuous Improvement**

The contractor shall support the NSWC Crane Continuous Improvement program. The contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when

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authorized. The contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

### 6.31 Skills and Training

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

### 6.32 Post Award Meetings

- (a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at NSWC Crane Bldg. 64 Highway 361 Crane, IN 47522.
- (b) The contractor will be given at least five working days notice prior to the date of the meeting by the Contracting Officer.
- (c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.
- (d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0007. The contractor will be given at least five working days notice prior to the date of the meeting by the Contract Specialist.

### 6.33 Accounting System Adequacy

- (a) FAR 16.301-3(a)(1) requires that a contractor's accounting system be adequate for determining costs applicable to the contract in order to be eligible for a cost reimbursement type contract. This is understood to mean that the accounting system must have been reviewed and approved by the Defense Contract Audit Agency (DCAA).
- (b) This requirement applies equally to the prime contractor as well as their subcontractors who are proposed for cost-reimbursement or time and materials (T&M) contracts. T&M contracts are considered to be a form of cost reimbursement contracting because of the manner in which materials and ODCs are priced (actual cost plus indirect burdens). Subcontractors without approved accounting systems should be contracted using firm fixed price or labor hour contracts.
- (c) The prime contractor is solely responsible for verifying that subcontractors proposed for cost reimbursement contracts (including T&M), have DCAA-approved accounting systems. They shall require subcontractors to include a copy of DCAA's most recent review/approval letter as part of their proposal detail. Proposal statements that the accounting system "has been approved" will not be accepted; a copy of DCAA's letter is required.
- (d) The prime contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues shall be identified and their impact on this requirement shall be discussed.

## 7.0 Place of Performance

Work shall be performed at Naval Surface Warfare Center Crane, Indiana or at contractor facilities. Contractor facilities shall be within a 50 mile radius of NSWC Crane. Individual TT's will indicate whether government work space is available for work being performed. Special tasking may allow work to be performed at a facility

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otherwise identified; and will be approved by the Contracting Officer, if applicable. For work required to be performed outside NSWC Crane work areas, the contractor will be solely responsible for the necessary equipment and access costs. It is anticipated that contractors working off-site may be required to attend meetings at NSWC Crane on a weekly basis.

Due to the business sensitive nature of the information that will be available to the contractor during performance, co-location in non-government provided facilities (including telework sites) with contractor personnel, that are not a part of the teaming agreement under this TO, is prohibited without written consent from the Contracting Officer.

## **8.0 Performance Standards**

As a performance based acquisition for engineering, technical and management support services, the requirements are structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels summarized in the Quality Assurance Surveillance Plan (QASP) attached hereto. Performance standards are required to be met for each of the identified Task Requirements.

### **HQ C-1-0001 DATA REQUIREMENTS (NAVSEA)(SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit 1, attached hereto.

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

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

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 22 January 2013 in response to NAVSEA Solicitation N00024-13-R-3046.

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

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

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the 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.

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(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 contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of 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 of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this 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 compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

**HQ C-2-0041 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA) (APR 2015)**

- (a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:
- (1) DOD Instruction 5330.03, Defense Logistics Agency (DLA) Document Services of February 8, 2006
  - (2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract and;
  - (3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.
- (b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.
- (c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the DLA Document Services in the Naval District in which the Contractor is located, in accordance with the following general procedures:
- (1) Prior to preparation of materials for printing (photolithographic negatives, camera-ready copies or digital media (CD/DVD)) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DLA Document Services and with the designated Contract Administration Office for printing and binding which shall include:
    - (i) Citation of contract number;

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(ii) Security classification of materials to be printed;

(iii) Establishment of a schedule for printing, including estimated delivery date to DLA Document Services;

(iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;

(v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DLA Document Services;

(vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements

(vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and

(viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee)

(ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DLA Document Services or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DLA Document Services location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DLA Document Services. All transportation charges are paid to DLA Document Services or a contract printer designated by DLA Document Services.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print or digital media (CD/DVD) of the diagram to the DLA Document Services with a guide indicating the color of each line. DLA Document Services, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DLA Document Services will correct any errors and print the corrected composite diagram.

(4) DLA Document Services will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DLA Document Services will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DLA Document Services will pack and ship the material used for printing to the DLA Document Services, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DLA Document Services in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DLA Document Services to date of shipment of printed material from DLA Document Services.

Minimum number of working

Printing

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(2) If DAPS exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DAPS or a printer under contract to DAPS; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DAPS or a printer under contract to DAPS.

(f) The costs of printing, binding, packing and shipping by DAPS of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DAPS or a contract printer designated by DAPS) shall be borne by the Government.

#### **MANDATORY REQUIREMENTS**

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by the start date of task order performance. In addition, mandatory requirements must be maintained through the life of the task order. The mandatory requirements are as follows:

**Requirement 1 - Facility/Workforce Location.** The contractor's primary facility for this effort shall be located within 50 miles commuting distance to NSA Crane.

**Requirement 2 - Organization Conflict of Interest (OCI) Certification/Mitigation Plan.** The contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential conflict of interest. The certification and/or mitigation plan shall cover all team members.

#### **CNIN-NOTICE-0003 Enterprise-wide Contractor Manpower Reporting Application (ECMRA) (NOV 2013)**

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

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all



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## **SECTION D PACKAGING AND MARKING**

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

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

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

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

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

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:  
(Name of Individual Sponsor)  
  
(Name of Requiring Activity)  
  
(City and State)

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

All provisions and clauses in SECTION E of the basic contract apply to this TO, unless otherwise specified in this TO.

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

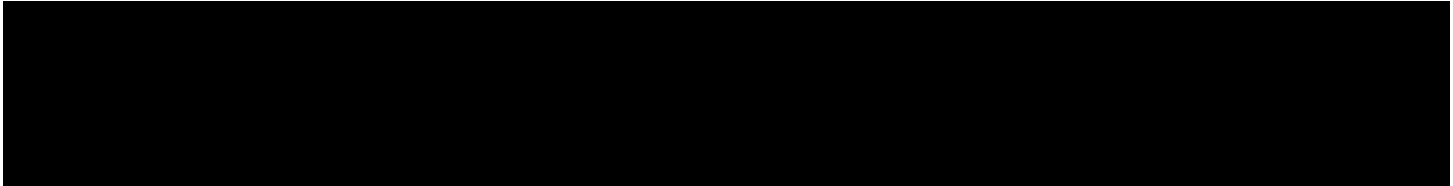
Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

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

Item(s) 4999 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

### **PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE**

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) provided as Attachment 5 in Section J.



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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	7/2/2013 - 7/1/2014
4001AA	4/3/2014 - 7/1/2014
4001AB	4/3/2014 - 7/1/2014
4001AC	4/3/2014 - 7/1/2014
4001AD	4/18/2014 - 7/1/2014
4001AE	4/18/2014 - 7/1/2014
4001AF	6/4/2014 - 7/1/2014
4001AG	6/18/2014 - 7/1/2014
4001AH	8/2/2013 - 7/1/2014
4001AJ	8/2/2013 - 7/1/2014
4100	7/2/2013 - 7/1/2014
6000	7/2/2013 - 7/1/2014
6001AA	4/3/2014 - 4/2/2015
6001AB	4/3/2014 - 7/1/2014
6001AC	4/18/2014 - 7/1/2014
6001AD	6/4/2014 - 7/1/2014
6001AE	6/4/2014 - 7/1/2014
6100	7/2/2013 - 7/1/2014
7000	7/2/2014 - 7/1/2015
7001AA	7/2/2014 - 7/1/2015
7001AB	7/2/2014 - 7/1/2015
7001AC	7/2/2014 - 7/1/2015
7001AD	7/2/2014 - 7/1/2015
7001AE	7/2/2014 - 7/1/2015
7001AF	7/2/2014 - 7/1/2015
7001AG	7/2/2014 - 7/1/2015
7001AH	7/2/2014 - 7/1/2015
7001AJ	7/2/2014 - 7/1/2015
7001AK	7/2/2014 - 7/1/2015
7001AL	7/2/2014 - 7/1/2015
7001AM	7/2/2014 - 7/1/2015
7001AN	7/2/2014 - 7/1/2015
7001AP	7/2/2014 - 7/1/2015
7001AQ	8/11/2014 - 7/1/2015
7001AR	8/11/2014 - 7/1/2015
7001AS	8/11/2014 - 7/1/2015
7001AT	8/11/2014 - 7/1/2015
7001AU	8/11/2014 - 7/1/2015
7001AV	8/11/2014 - 7/1/2015

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7001AW	8/11/2014 - 7/1/2015
7001AX	8/11/2014 - 7/1/2015
7001AY	8/11/2014 - 7/1/2015
7001AZ	8/11/2014 - 7/1/2015
7001BA	8/11/2014 - 7/1/2015
7001BB	8/11/2014 - 7/1/2015
7001BC	8/11/2014 - 7/1/2015
7001BD	9/25/2014 - 7/1/2015
7001BE	9/25/2014 - 7/1/2015
7001BF	9/25/2014 - 7/1/2015
7001BG	9/25/2014 - 7/1/2015
7001BH	9/25/2014 - 7/1/2015
7001BJ	9/25/2014 - 7/1/2015
7001BK	11/21/2014 - 7/1/2015
7001BL	12/11/2014 - 7/1/2015
7001BM	4/20/2015 - 7/1/2015
7001BN	4/20/2015 - 7/1/2015
7001BP	5/4/2015 - 7/1/2015
7001BQ	5/27/2015 - 7/1/2015
7100	7/2/2014 - 7/1/2015
7200	7/2/2015 - 7/1/2016
7201AA	7/2/2015 - 7/1/2016
7201AB	7/2/2015 - 7/1/2016
7201AC	7/2/2015 - 7/1/2016
7201AD	7/2/2015 - 7/1/2016
7201AE	7/2/2015 - 7/1/2016
7201AF	7/2/2015 - 7/1/2016
7201AG	7/2/2015 - 7/1/2016
7201AH	7/2/2015 - 7/1/2016
7201AJ	7/2/2015 - 7/1/2016
7201AK	7/2/2015 - 7/1/2016
7201AL	7/2/2015 - 7/1/2016
7201AM	7/2/2015 - 7/1/2016
7201AN	7/2/2015 - 7/1/2016
7201AP	7/2/2015 - 7/1/2016
7201AQ	8/13/2015 - 9/30/2015
7201AR	9/25/2015 - 7/1/2016
7201AS	10/15/2015 - 7/1/2016
7201AT	1/4/2016 - 7/1/2016
7201AU	1/4/2016 - 7/1/2016
7201AX	3/17/2016 - 7/1/2016
7201AY	3/17/2016 - 7/1/2016
7201AZ	3/17/2016 - 7/1/2016

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7201BA	3/17/2016 - 7/1/2016
7201BB	3/17/2016 - 6/20/2016
7201BC	5/18/2016 - 7/1/2016
7201BD	5/18/2016 - 7/1/2016
7201BE	6/17/2016 - 7/1/2016
7300	7/2/2015 - 7/1/2016
7400	7/2/2016 - 7/1/2017
7401AA	7/2/2016 - 7/1/2017
7401AB	7/2/2016 - 7/1/2017
7401AC	7/2/2016 - 7/1/2017
7401AD	7/2/2016 - 9/30/2016
7401AE	7/2/2016 - 7/1/2017
7401AF	7/2/2016 - 7/1/2017
7401AG	7/2/2016 - 7/1/2017
7401AH	7/2/2016 - 7/1/2017
7401AJ	7/2/2016 - 7/1/2017
7401AK	7/2/2016 - 7/1/2017
7401AL	7/2/2016 - 7/1/2017
7401AM	7/2/2016 - 7/1/2017
7401AN	7/8/2016 - 7/1/2017
7401AP	8/1/2016 - 8/31/2016
7401AQ	8/4/2016 - 12/31/2016
7401AR	8/25/2016 - 7/1/2017
7401AS	8/25/2016 - 7/1/2017
7401AT	8/25/2016 - 7/1/2017
7401AU	8/25/2016 - 7/1/2017
7401AV	9/22/2016 - 7/1/2017
7401AW	9/22/2016 - 11/30/2016
7401AX	9/22/2016 - 7/1/2017
7401AY	9/27/2016 - 7/1/2017
7401AZ	9/27/2016 - 7/1/2017
7401BA	10/20/2016 - 7/1/2017
7401BB	10/20/2016 - 7/1/2017
7401BC	10/20/2016 - 7/1/2017
7401BE	11/29/2016 - 7/1/2017
7401BF	12/19/2016 - 7/1/2017
7401BG	12/19/2016 - 7/1/2017
7401BH	1/19/2017 - 7/1/2017
7401BJ	1/19/2017 - 7/1/2017
7401BK	1/19/2017 - 7/1/2017
7401BL	3/1/2017 - 7/1/2017
7401BM	3/1/2017 - 7/1/2017
7401BN	3/1/2017 - 7/1/2017

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7401BP	4/5/2017 - 7/1/2017
7401BQ	5/3/2017 - 7/1/2017
7401BR	5/3/2017 - 7/1/2017
7401BS	5/15/2017 - 7/1/2017
7401BT	5/15/2017 - 7/1/2017
7401BU	5/15/2017 - 7/1/2017
7401BV	6/16/2017 - 7/1/2017
7401BW	6/16/2017 - 7/1/2017
7401BX	6/16/2017 - 7/1/2017
7401BY	6/16/2017 - 7/1/2017
7500	7/2/2017 - 9/1/2017
7501AA	7/2/2017 - 9/1/2017
7501AB	7/2/2017 - 9/1/2017
9000	7/2/2014 - 7/1/2015
9001AA	7/2/2014 - 7/1/2015
9001AB	7/2/2014 - 7/1/2015
9001AC	7/2/2014 - 7/1/2015
9001AD	8/11/2014 - 7/1/2015
9001AE	8/11/2014 - 7/1/2015
9001AF	8/11/2014 - 7/1/2015
9001AG	9/25/2014 - 7/1/2015
9001AH	9/25/2014 - 7/1/2015
9001AJ	9/25/2014 - 7/1/2015
9001AK	11/21/2014 - 7/1/2015
9001AL	4/7/2015 - 7/1/2015
9001AM	5/4/2015 - 7/1/2015
9001BR	7/2/2014 - 7/1/2015
9100	7/2/2014 - 7/1/2015
9200	7/2/2015 - 7/1/2016
9201AA	7/2/2015 - 7/1/2016
9201AB	7/2/2015 - 7/1/2016
9201AC	7/2/2015 - 7/1/2016
9201AD	7/2/2015 - 7/1/2016
9201AE	7/2/2015 - 7/1/2016
9201AF	7/2/2015 - 7/1/2016
9201AG	1/13/2016 - 6/20/2016
9201AH	3/17/2016 - 7/1/2016
9201AJ	3/17/2016 - 7/1/2016
9300	7/2/2015 - 7/1/2016
9400	7/2/2016 - 7/1/2017
9401AA	7/2/2016 - 7/1/2017
9401AB	7/2/2016 - 7/1/2017
9401AC	7/2/2016 - 7/1/2017

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9401AD	7/2/2016 - 7/1/2017
9401AE	7/2/2016 - 7/1/2017
9401AF	9/22/2016 - 7/1/2017
9401BD	11/7/2016 - 7/1/2017
9401BK	11/29/2016 - 7/1/2017
9401BL	4/5/2017 - 7/1/2017
9401BM	5/1/2017 - 7/1/2017
9500	7/2/2017 - 9/1/2017
9501AA	7/2/2017 - 9/1/2017

**CLIN - DELIVERIES OR PERFORMANCE**

**CLAUSES INCORPORATED BY REFERENCE**

<u>FAR</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order (Aug 1989) (Alt 1)	(Apr 1984)

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

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

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

4000	7/2/2013 - 7/1/2014
4001AA	4/3/2014 - 7/1/2014
4001AB	4/3/2014 - 7/1/2014
4001AC	4/3/2014 - 7/1/2014
4001AD	4/18/2014 - 7/1/2014
4001AE	4/18/2014 - 7/1/2014
4001AF	6/4/2014 - 7/1/2014
4001AG	6/18/2014 - 7/1/2014
4001AH	8/2/2013 - 7/1/2014
4001AJ	8/2/2013 - 7/1/2014
4100	7/2/2013 - 7/1/2014
6000	7/2/2013 - 7/1/2014
6001AA	4/3/2014 - 4/2/2015
6001AB	4/3/2014 - 7/1/2014
6001AC	4/18/2014 - 7/1/2014
6001AD	6/4/2014 - 7/1/2014
6001AE	6/4/2014 - 7/1/2014
6100	7/2/2013 - 7/1/2014
7000	7/2/2014 - 7/1/2015



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7001AA	7/2/2014 - 7/1/2015
7001AB	7/2/2014 - 7/1/2015
7001AC	7/2/2014 - 7/1/2015
7001AD	7/2/2014 - 7/1/2015
7001AE	7/2/2014 - 7/1/2015
7001AF	7/2/2014 - 7/1/2015
7001AG	7/2/2014 - 7/1/2015
7001AH	7/2/2014 - 7/1/2015
7001AJ	7/2/2014 - 7/1/2015
7001AK	7/2/2014 - 7/1/2015
7001AL	7/2/2014 - 7/1/2015
7001AM	7/2/2014 - 7/1/2015
7001AN	7/2/2014 - 7/1/2015
7001AP	7/2/2014 - 7/1/2015
7001AQ	8/11/2014 - 7/1/2015
7001AR	8/11/2014 - 7/1/2015
7001AS	8/11/2014 - 7/1/2015
7001AT	8/11/2014 - 7/1/2015
7001AU	8/11/2014 - 7/1/2015
7001AV	8/11/2014 - 7/1/2015
7001AW	8/11/2014 - 7/1/2015
7001AX	8/11/2014 - 7/1/2015
7001AY	8/11/2014 - 7/1/2015
7001AZ	8/11/2014 - 7/1/2015
7001BA	8/11/2014 - 7/1/2015
7001BB	8/11/2014 - 7/1/2015
7001BC	8/11/2014 - 7/1/2015
7001BD	9/25/2014 - 7/1/2015
7001BE	9/25/2014 - 7/1/2015
7001BF	9/25/2014 - 7/1/2015
7001BG	9/25/2014 - 7/1/2015
7001BH	9/25/2014 - 7/1/2015
7001BJ	9/25/2014 - 7/1/2015
7001BK	11/21/2014 - 7/1/2015
7001BL	12/11/2014 - 7/1/2015
7001BM	4/20/2015 - 7/1/2015
7001BN	4/20/2015 - 7/1/2015
7001BP	5/4/2015 - 7/1/2015
7001BQ	5/27/2015 - 7/1/2015
7100	7/2/2014 - 7/1/2015
7200	7/2/2015 - 7/1/2016
7201AA	7/2/2015 - 7/1/2016
7201AB	7/2/2015 - 7/1/2016

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7201AC	7/2/2015 - 7/1/2016
7201AD	7/2/2015 - 7/1/2016
7201AE	7/2/2015 - 7/1/2016
7201AF	7/2/2015 - 7/1/2016
7201AG	7/2/2015 - 7/1/2016
7201AH	7/2/2015 - 7/1/2016
7201AJ	7/2/2015 - 7/1/2016
7201AK	7/2/2015 - 7/1/2016
7201AL	7/2/2015 - 7/1/2016
7201AM	7/2/2015 - 7/1/2016
7201AN	7/2/2015 - 7/1/2016
7201AP	7/2/2015 - 7/1/2016
7201AQ	8/13/2015 - 9/30/2015
7201AR	9/25/2015 - 7/1/2016
7201AS	10/15/2015 - 7/1/2016
7201AT	1/4/2016 - 7/1/2016
7201AU	1/4/2016 - 7/1/2016
7201AX	3/17/2016 - 7/1/2016
7201AY	3/17/2016 - 7/1/2016
7201AZ	3/17/2016 - 7/1/2016
7201BA	3/17/2016 - 7/1/2016
7201BB	3/17/2016 - 6/20/2016
7201BC	5/18/2016 - 7/1/2016
7201BD	5/18/2016 - 7/1/2016
7201BE	6/17/2016 - 7/1/2016
7300	7/2/2015 - 7/1/2016
7400	7/2/2016 - 7/1/2017
7401AA	7/2/2016 - 7/1/2017
7401AB	7/2/2016 - 7/1/2017
7401AC	7/2/2016 - 7/1/2017
7401AD	7/2/2016 - 9/30/2016
7401AE	7/2/2016 - 7/1/2017
7401AF	7/2/2016 - 7/1/2017
7401AG	7/2/2016 - 7/1/2017
7401AH	7/2/2016 - 7/1/2017
7401AJ	7/2/2016 - 7/1/2017
7401AK	7/2/2016 - 7/1/2017
7401AL	7/2/2016 - 7/1/2017
7401AM	7/2/2016 - 7/1/2017
7401AN	7/8/2016 - 7/1/2017
7401AP	8/1/2016 - 8/31/2016
7401AQ	8/4/2016 - 12/31/2016
7401AR	8/25/2016 - 7/1/2017

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7401AS	8/25/2016 - 7/1/2017
7401AT	8/25/2016 - 7/1/2017
7401AU	8/25/2016 - 7/1/2017
7401AV	9/22/2016 - 7/1/2017
7401AW	9/22/2016 - 11/30/2016
7401AX	9/22/2016 - 7/1/2017
7401AY	9/27/2016 - 7/1/2017
7401AZ	9/27/2016 - 7/1/2017
7401BA	10/20/2016 - 7/1/2017
7401BB	10/20/2016 - 7/1/2017
7401BC	10/20/2016 - 7/1/2017
7401BE	11/29/2016 - 7/1/2017
7401BF	12/19/2016 - 7/1/2017
7401BG	12/19/2016 - 7/1/2017
7401BH	1/19/2017 - 7/1/2017
7401BJ	1/19/2017 - 7/1/2017
7401BK	1/19/2017 - 7/1/2017
7401BL	3/1/2017 - 7/1/2017
7401BM	3/1/2017 - 7/1/2017
7401BN	3/1/2017 - 7/1/2017
7401BP	4/5/2017 - 7/1/2017
7401BQ	5/3/2017 - 7/1/2017
7401BR	5/3/2017 - 7/1/2017
7401BS	5/15/2017 - 7/1/2017
7401BT	5/15/2017 - 7/1/2017
7401BU	5/15/2017 - 7/1/2017
7401BV	6/16/2017 - 7/1/2017
7401BW	6/16/2017 - 7/1/2017
7401BX	6/16/2017 - 7/1/2017
7401BY	6/16/2017 - 7/1/2017
7500	7/2/2017 - 9/1/2017
7501AA	7/2/2017 - 9/1/2017
7501AB	7/2/2017 - 9/1/2017
9000	7/2/2014 - 7/1/2015
9001AA	7/2/2014 - 7/1/2015
9001AB	7/2/2014 - 7/1/2015
9001AC	7/2/2014 - 7/1/2015
9001AD	8/11/2014 - 7/1/2015
9001AE	8/11/2014 - 7/1/2015
9001AF	8/11/2014 - 7/1/2015
9001AG	9/25/2014 - 7/1/2015
9001AH	9/25/2014 - 7/1/2015
9001AJ	9/25/2014 - 7/1/2015

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9001AK	11/21/2014 - 7/1/2015
9001AL	4/7/2015 - 7/1/2015
9001AM	5/4/2015 - 7/1/2015
9001BR	7/2/2014 - 7/1/2015
9100	7/2/2014 - 7/1/2015
9200	7/2/2015 - 7/1/2016
9201AA	7/2/2015 - 7/1/2016
9201AB	7/2/2015 - 7/1/2016
9201AC	7/2/2015 - 7/1/2016
9201AD	7/2/2015 - 7/1/2016
9201AE	7/2/2015 - 7/1/2016
9201AF	7/2/2015 - 7/1/2016
9201AG	1/13/2016 - 6/20/2016
9201AH	3/17/2016 - 7/1/2016
9201AJ	3/17/2016 - 7/1/2016
9300	7/2/2015 - 7/1/2016
9400	7/2/2016 - 7/1/2017
9401AA	7/2/2016 - 7/1/2017
9401AB	7/2/2016 - 7/1/2017
9401AC	7/2/2016 - 7/1/2017
9401AD	7/2/2016 - 7/1/2017
9401AE	7/2/2016 - 7/1/2017
9401AF	9/22/2016 - 7/1/2017
9401BD	11/7/2016 - 7/1/2017
9401BK	11/29/2016 - 7/1/2017
9401BL	4/5/2017 - 7/1/2017
9401BM	5/1/2017 - 7/1/2017
9500	7/2/2017 - 9/1/2017
9501AA	7/2/2017 - 9/1/2017

**HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

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## **SECTION G CONTRACT ADMINISTRATION DATA**

**All provisions and clauses in SECTION G of the basic contract apply to this TO, unless otherwise specified in this TO.**

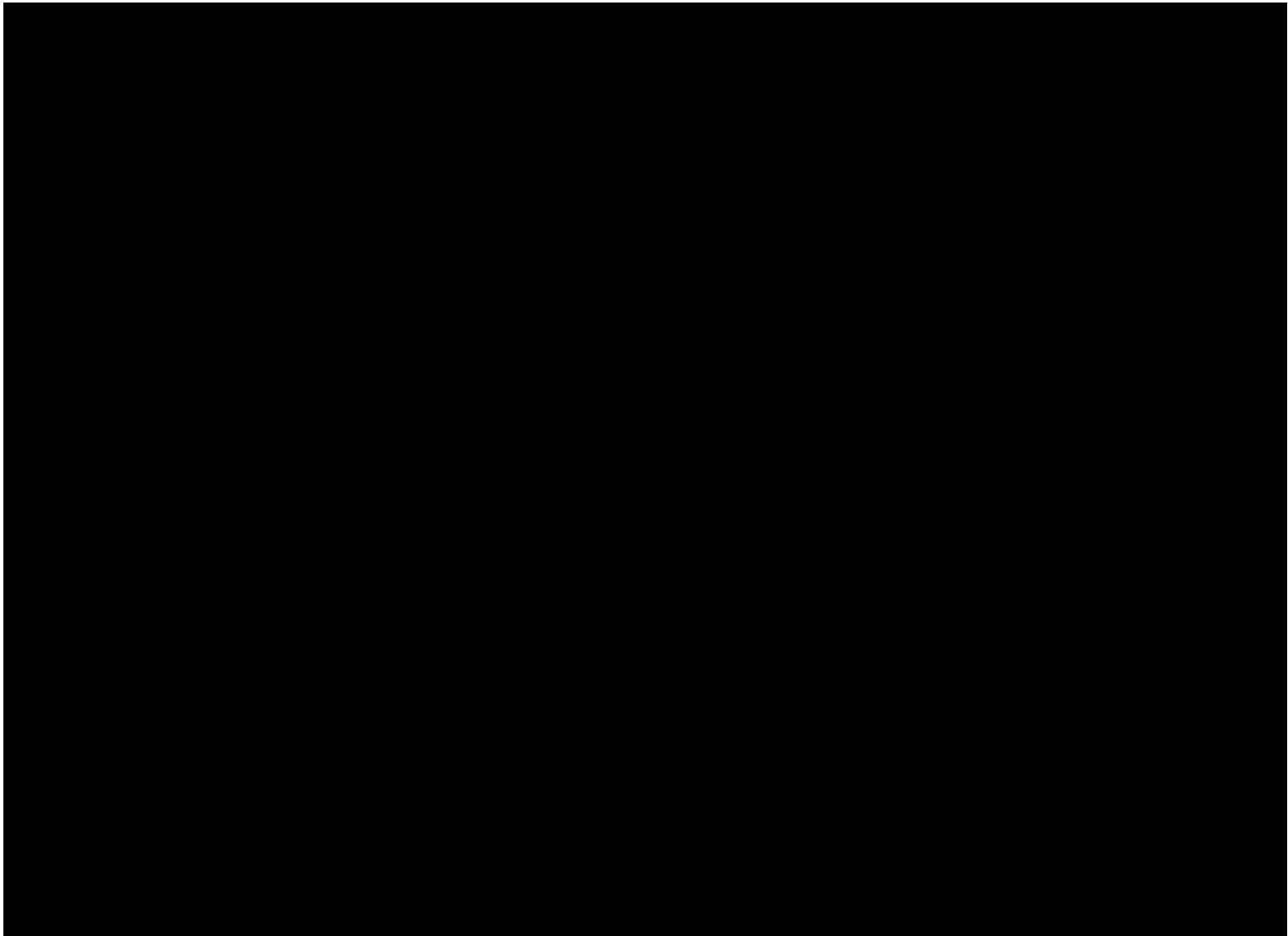
### **CLAUSES INCORPORATED BY REFERENCE:**

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (June 2012)

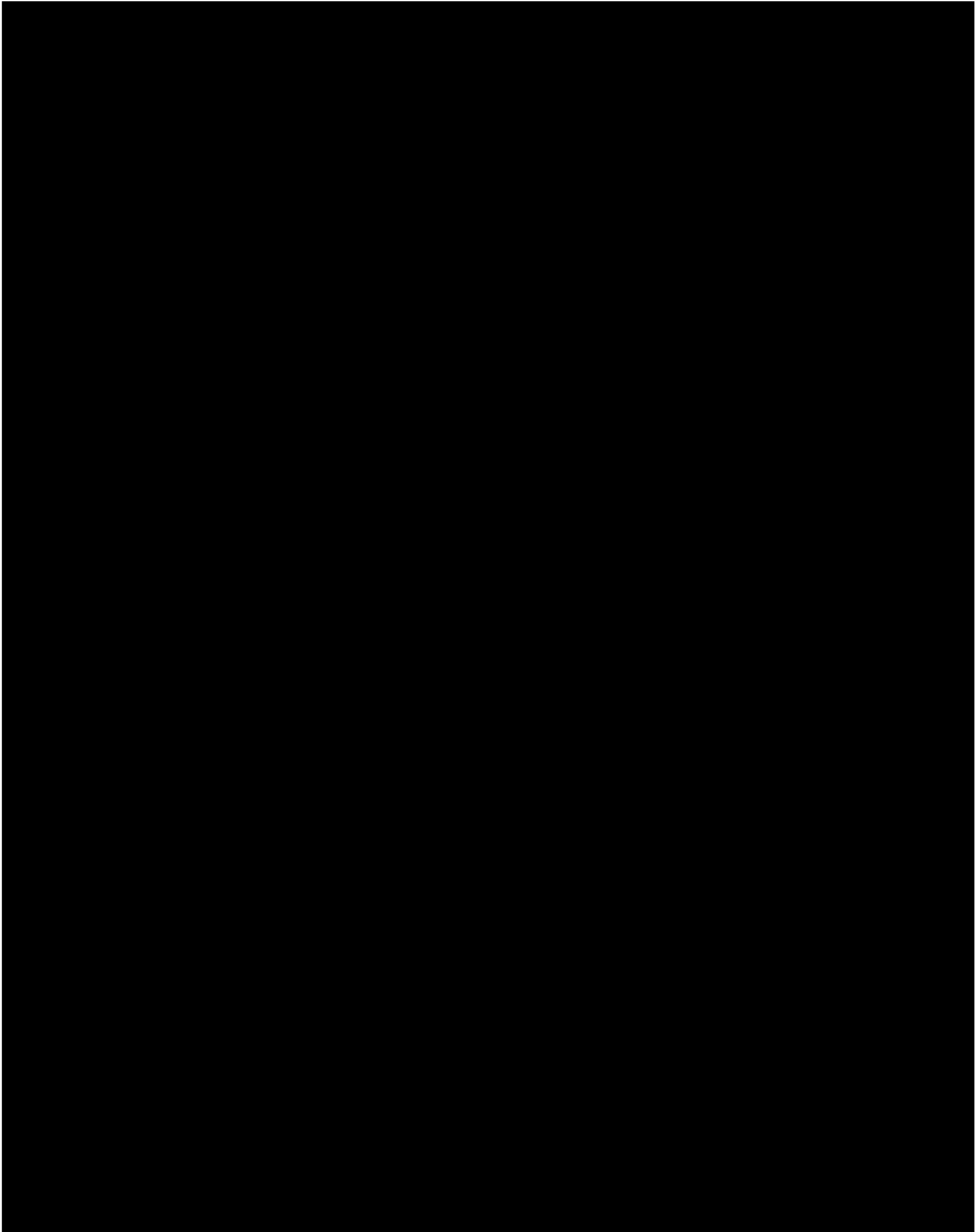
252.204-7006 Billing Instructions (OCT 2005)

### **ACCOUNTING DATA**

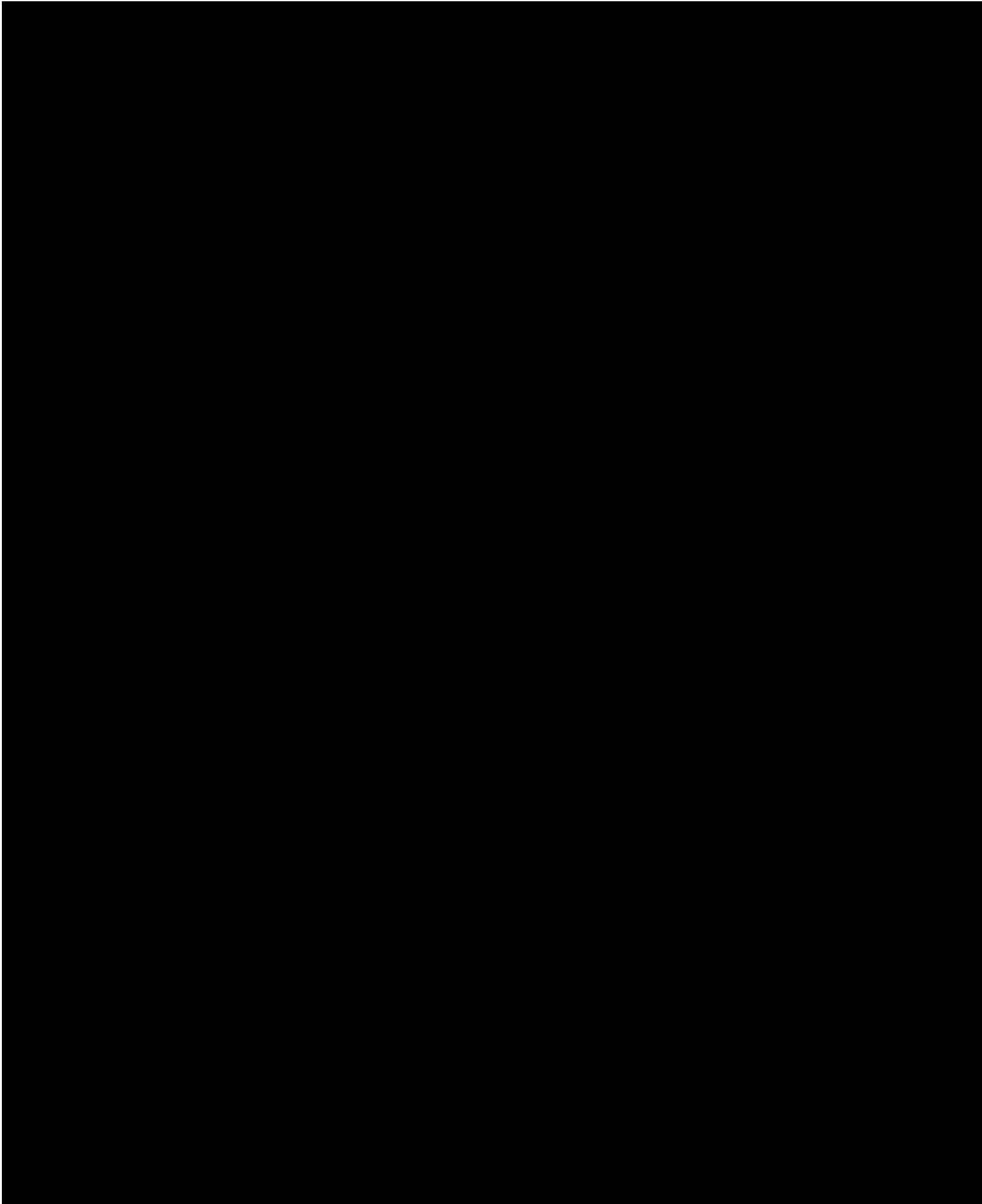
The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at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



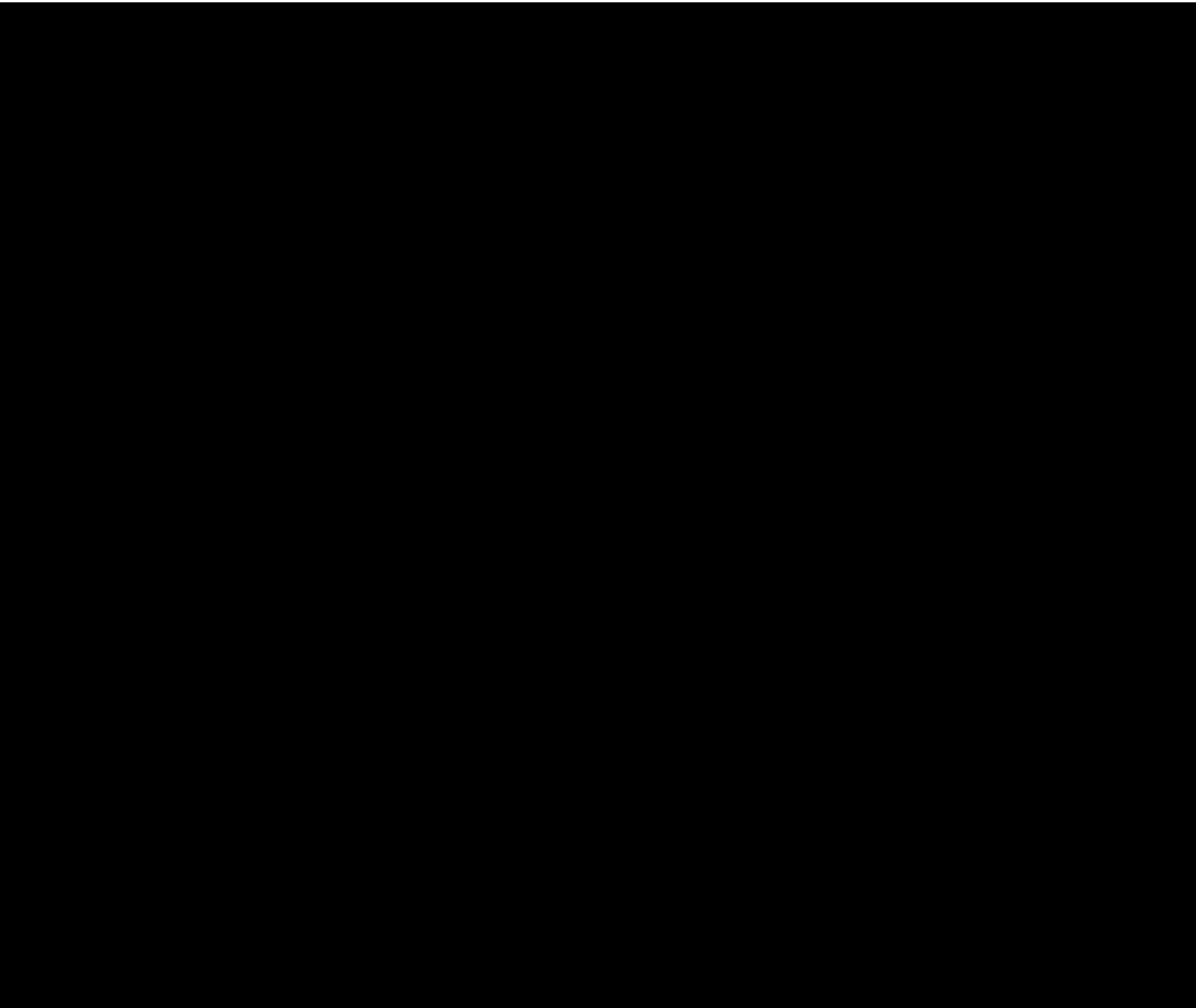
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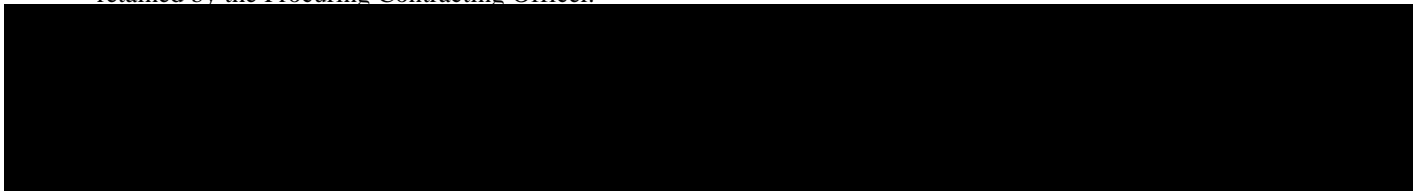


**SECURITY ADMINISTRATION**

The highest level of security required under this TO is SECRET as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Southern Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

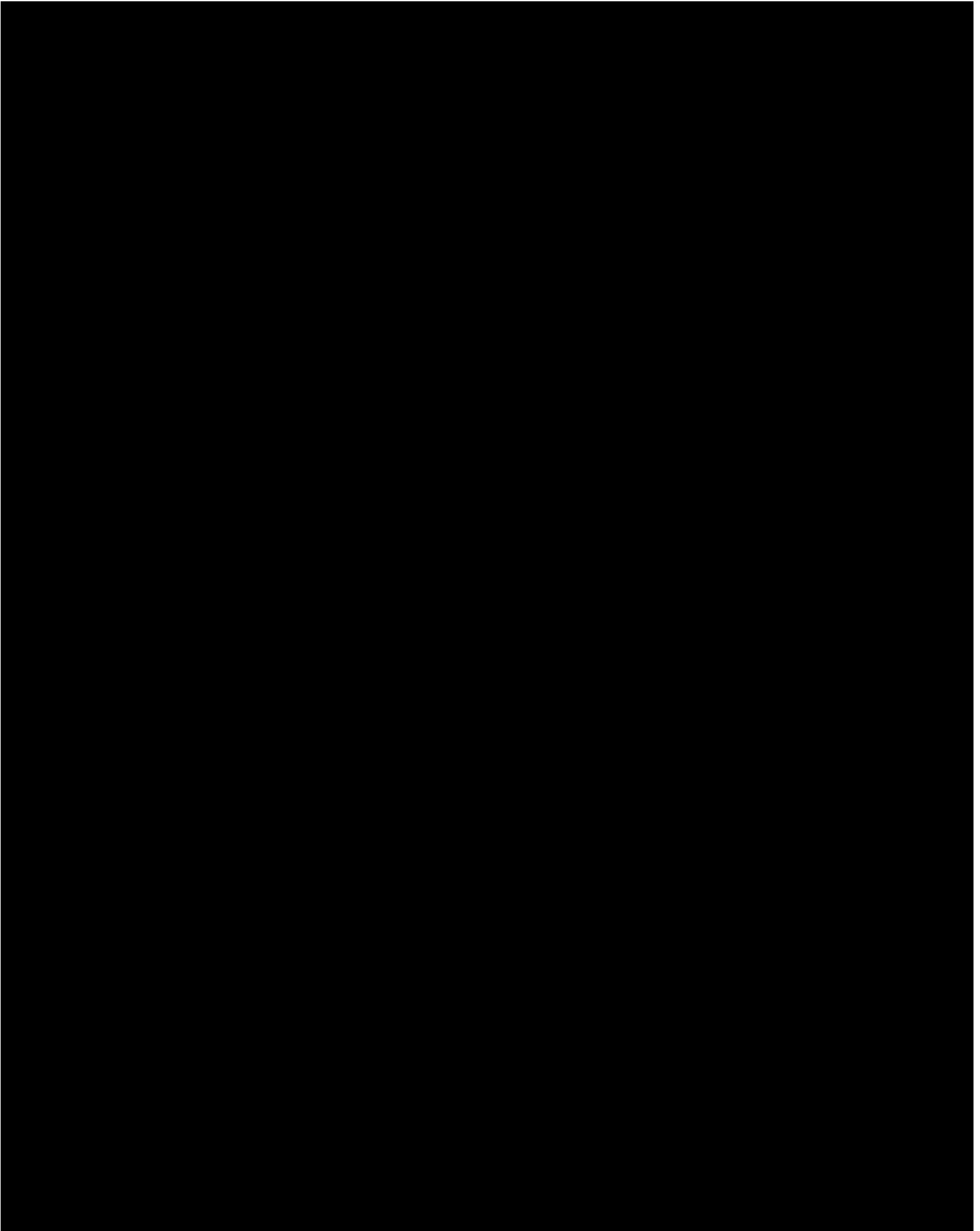
**CONSENT TO SUBCONTRACT**

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

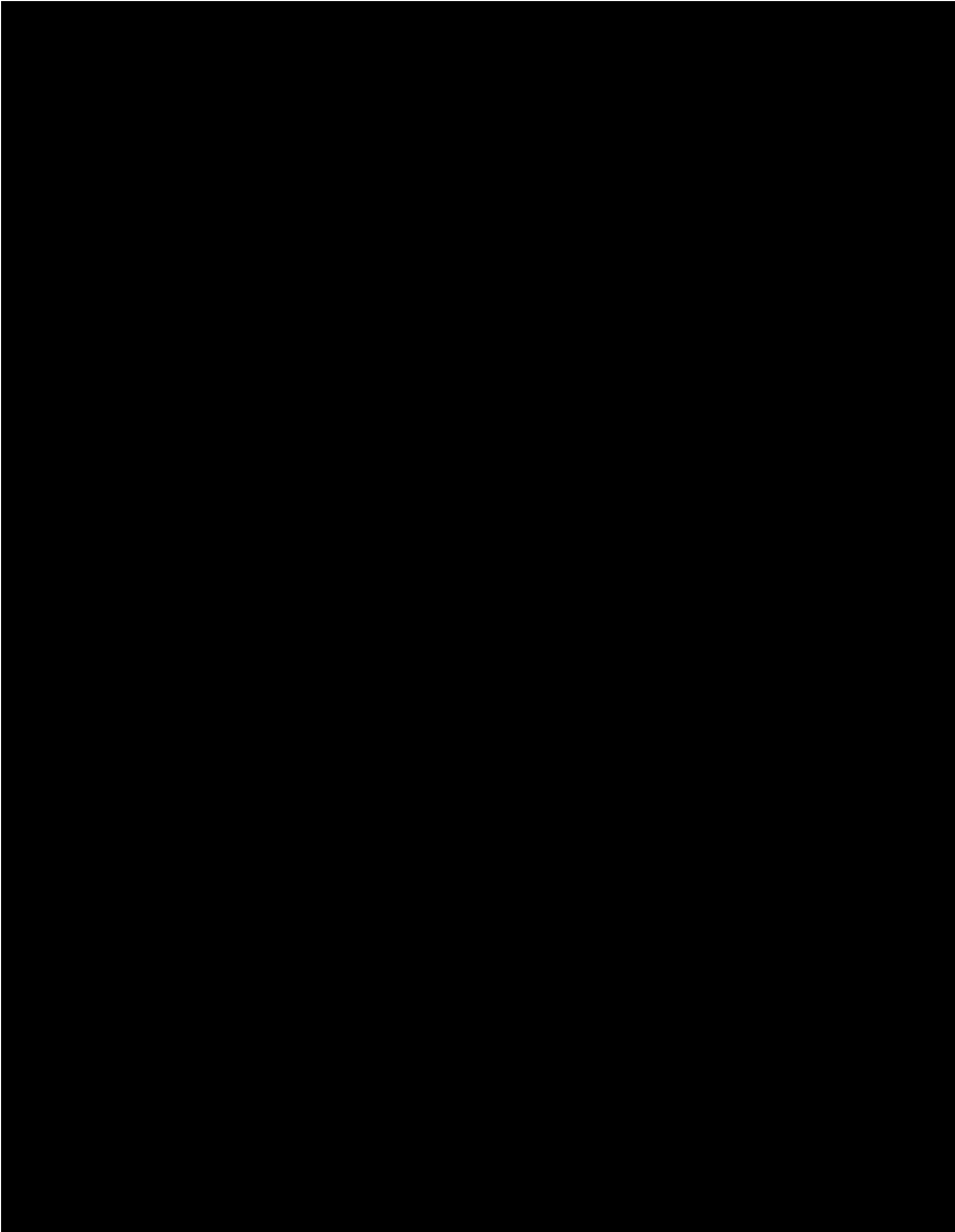




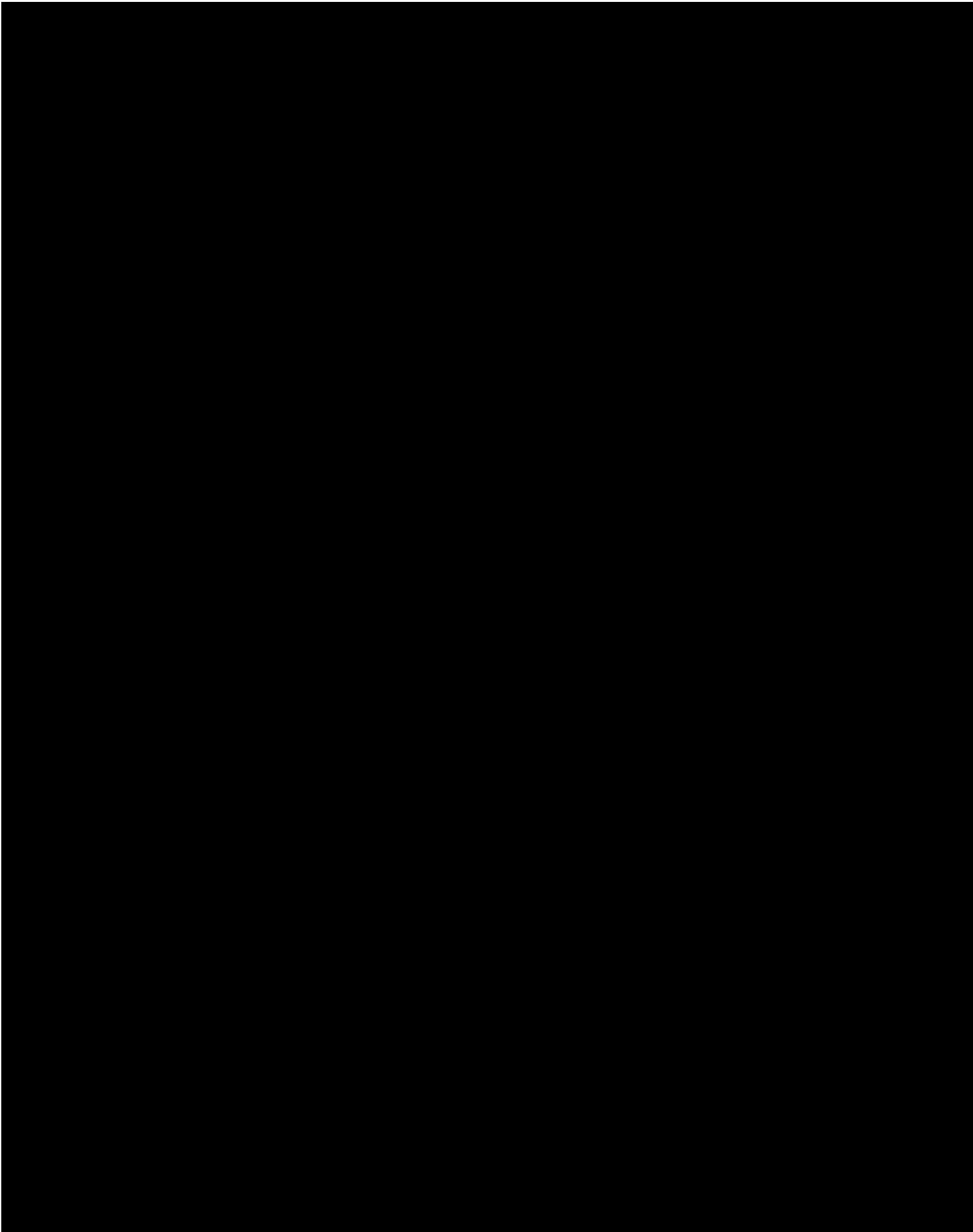
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 63 of 131	FINAL
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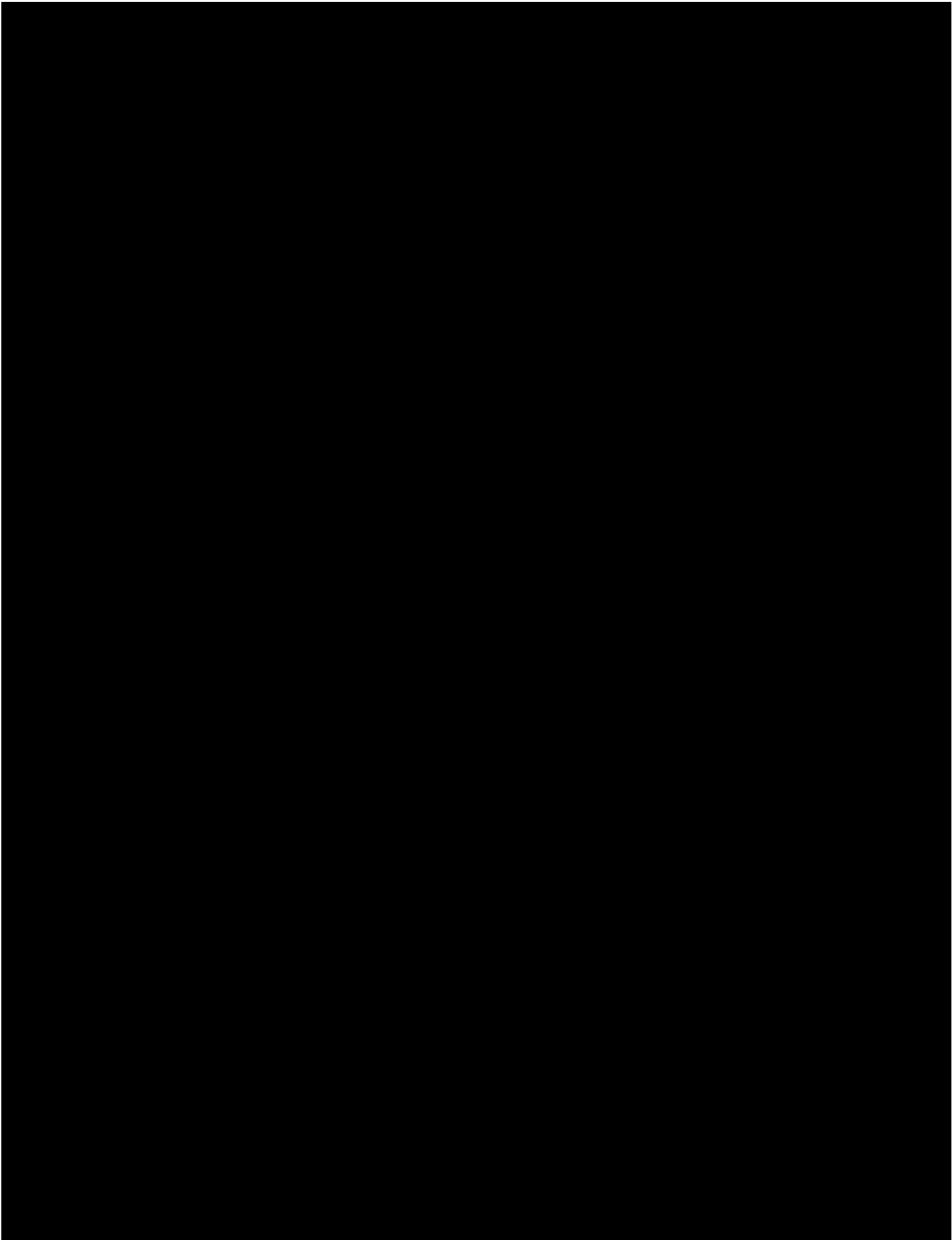
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 64 of 131	FINAL
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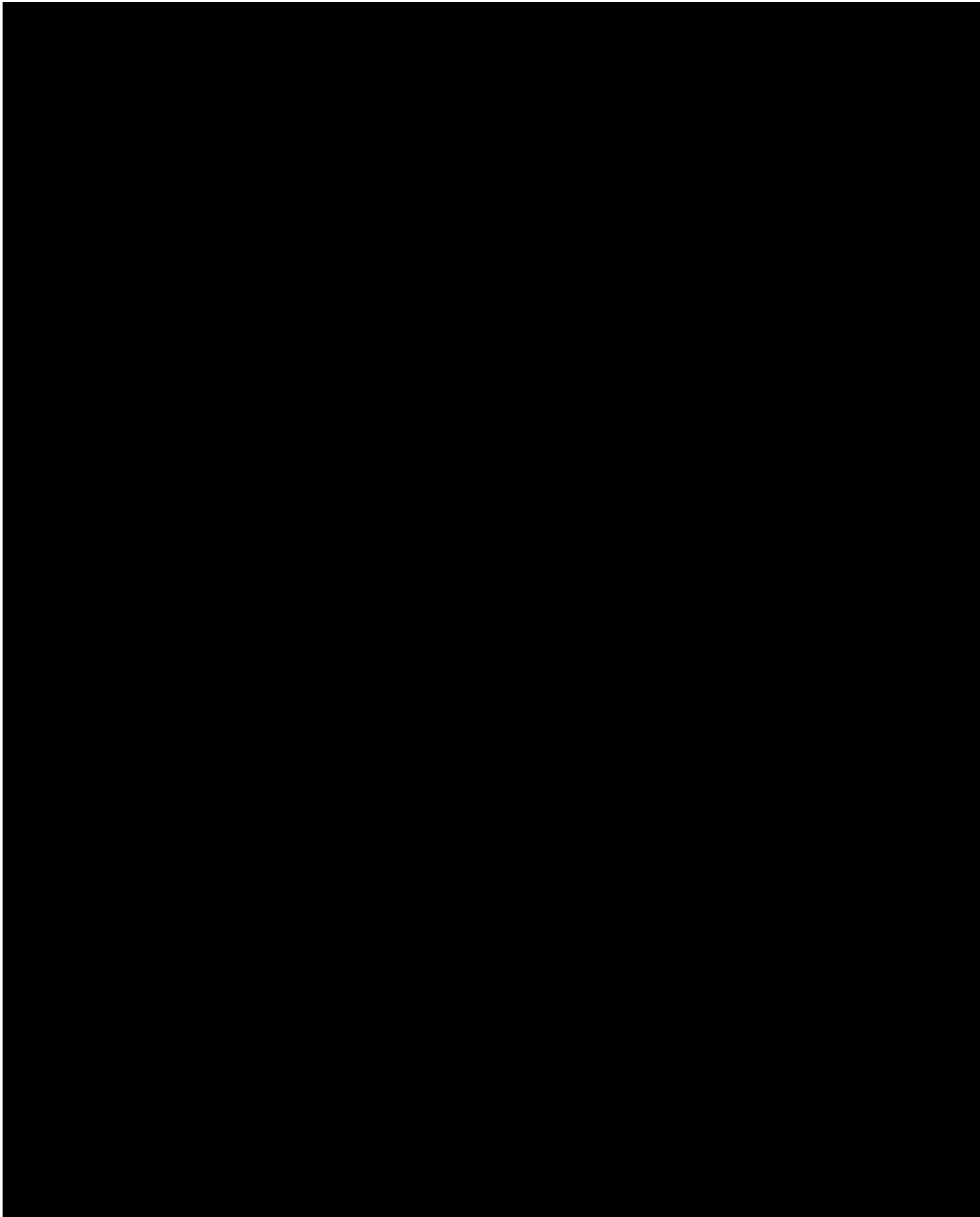
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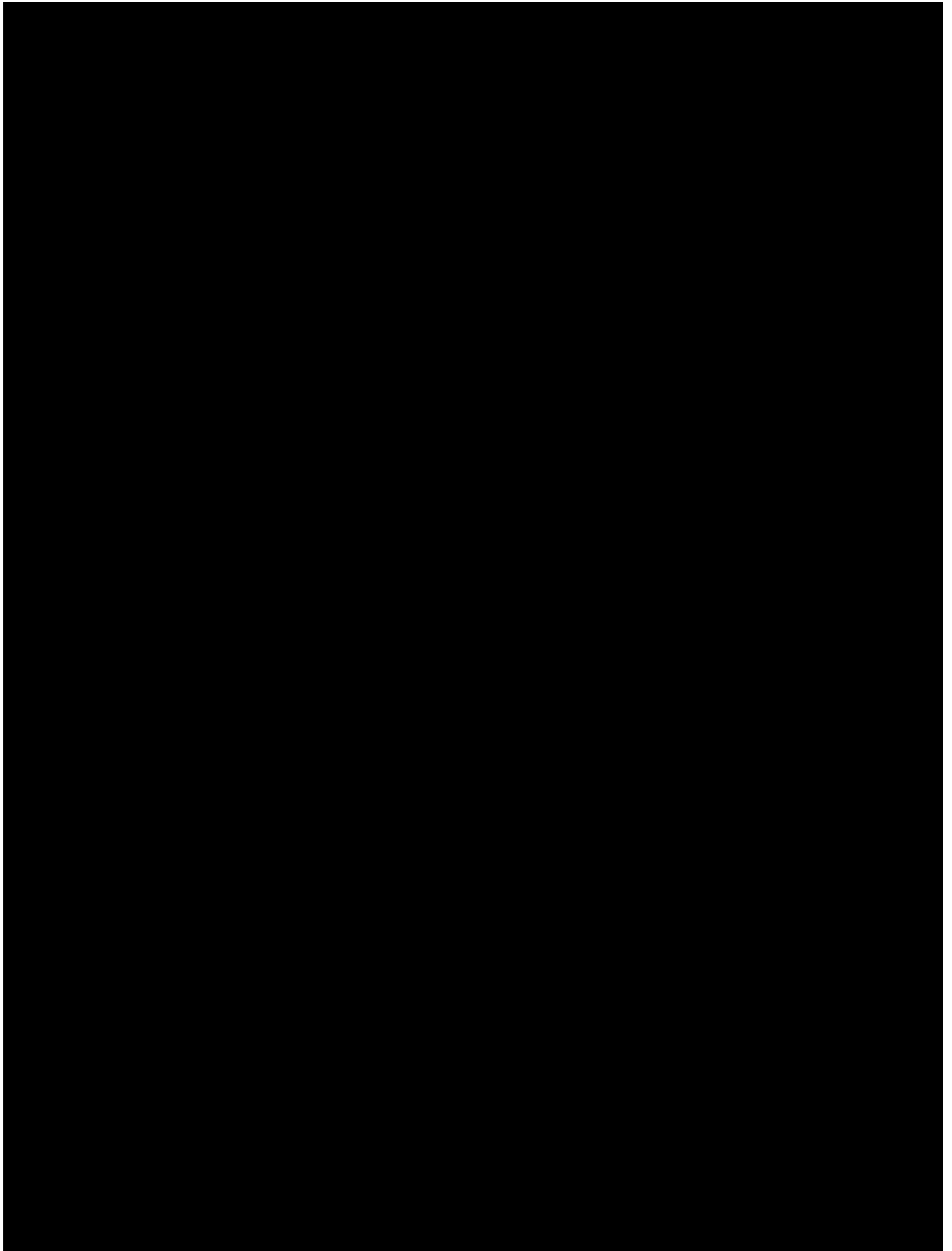
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 66 of 131	FINAL
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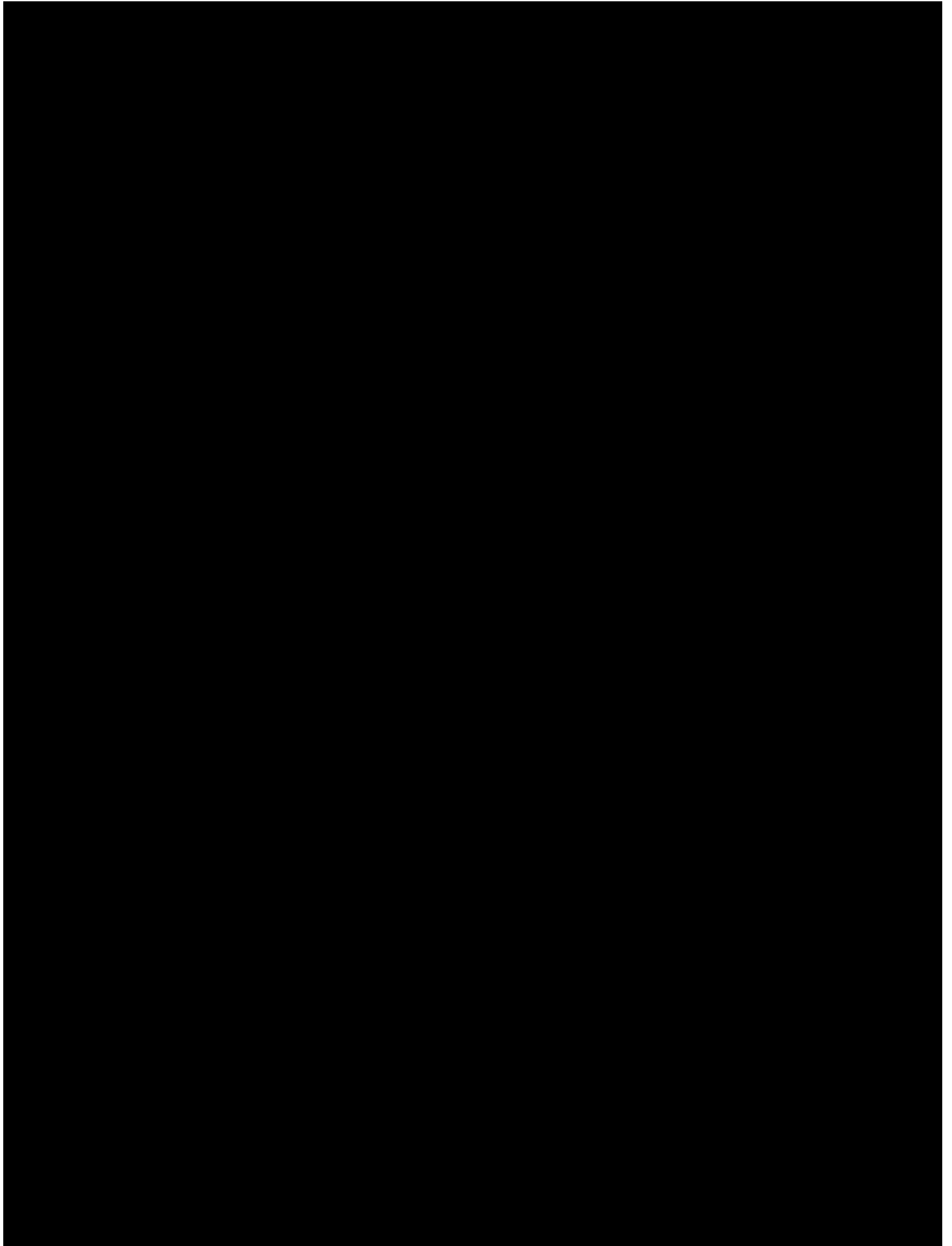
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 67 of 131	FINAL
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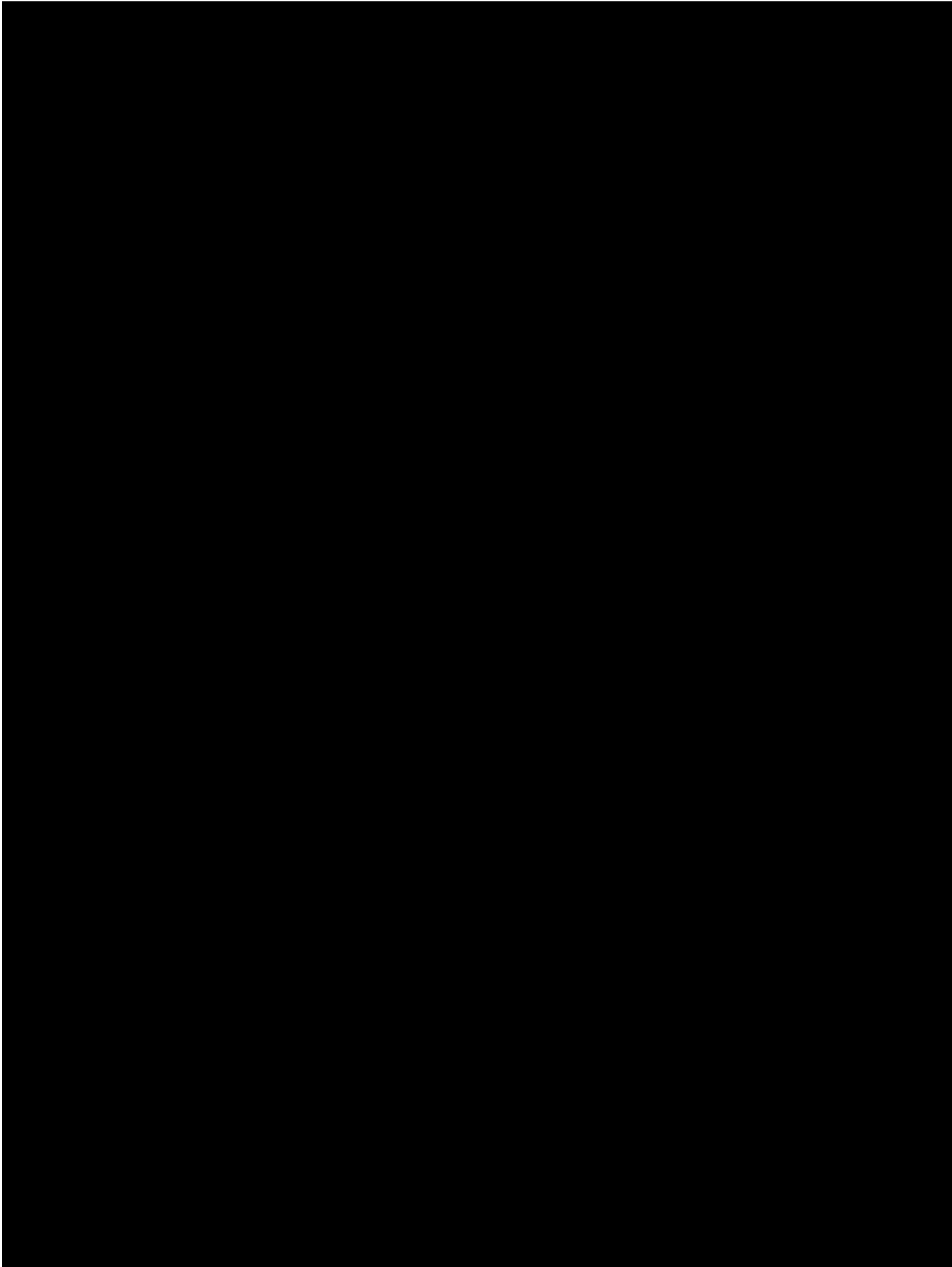
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 68 of 131	FINAL
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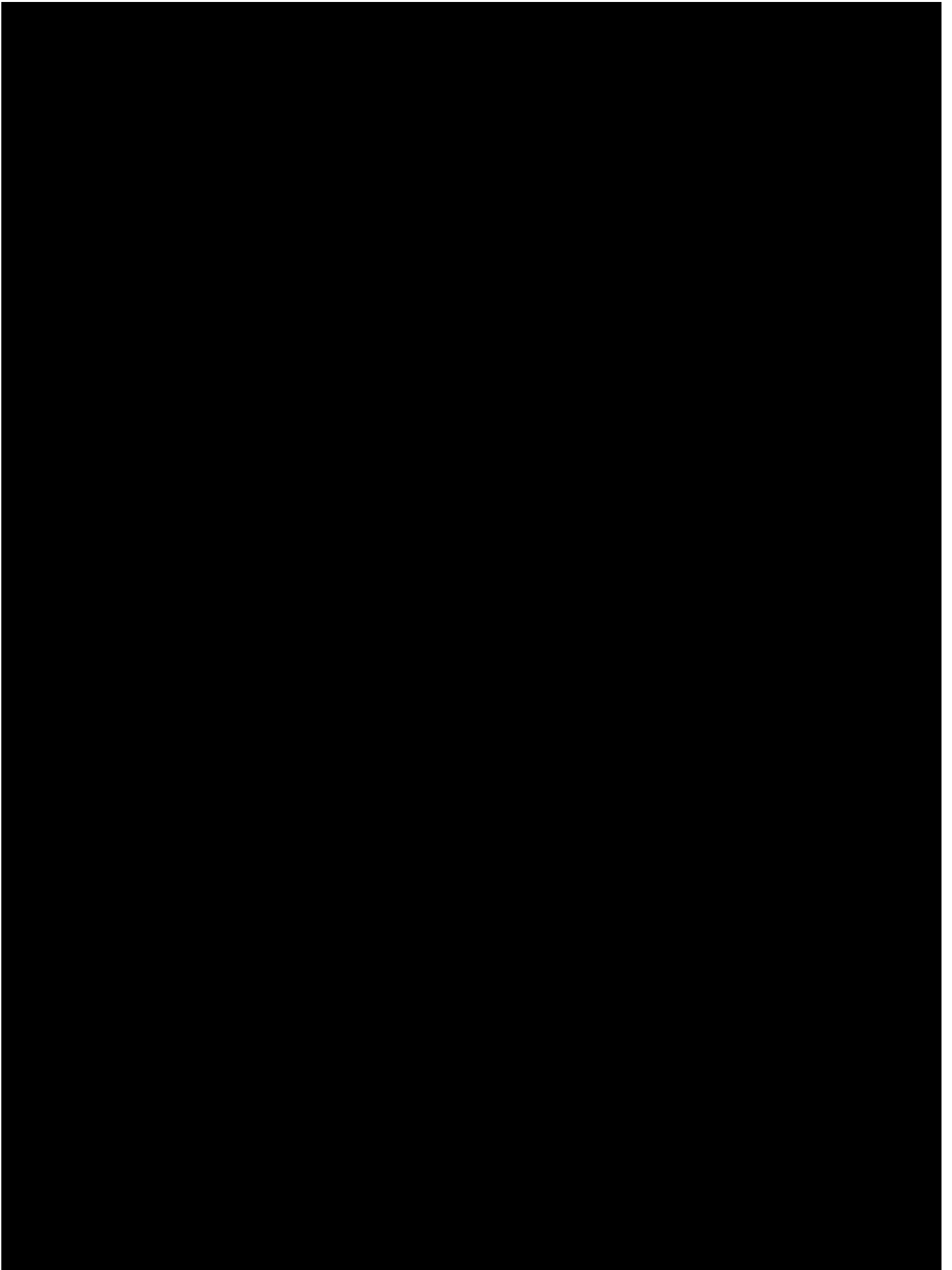


CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 70 of 131	FINAL
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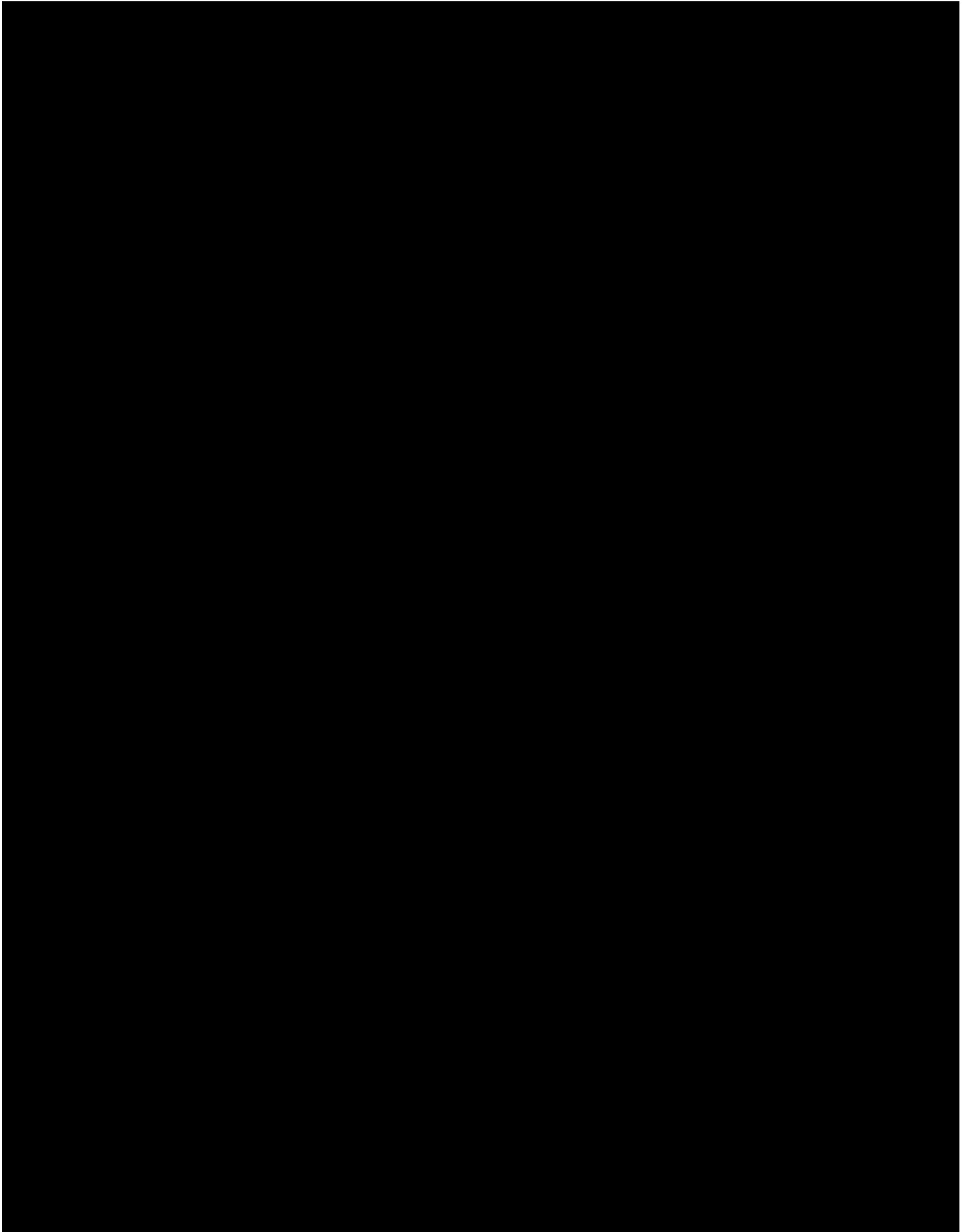




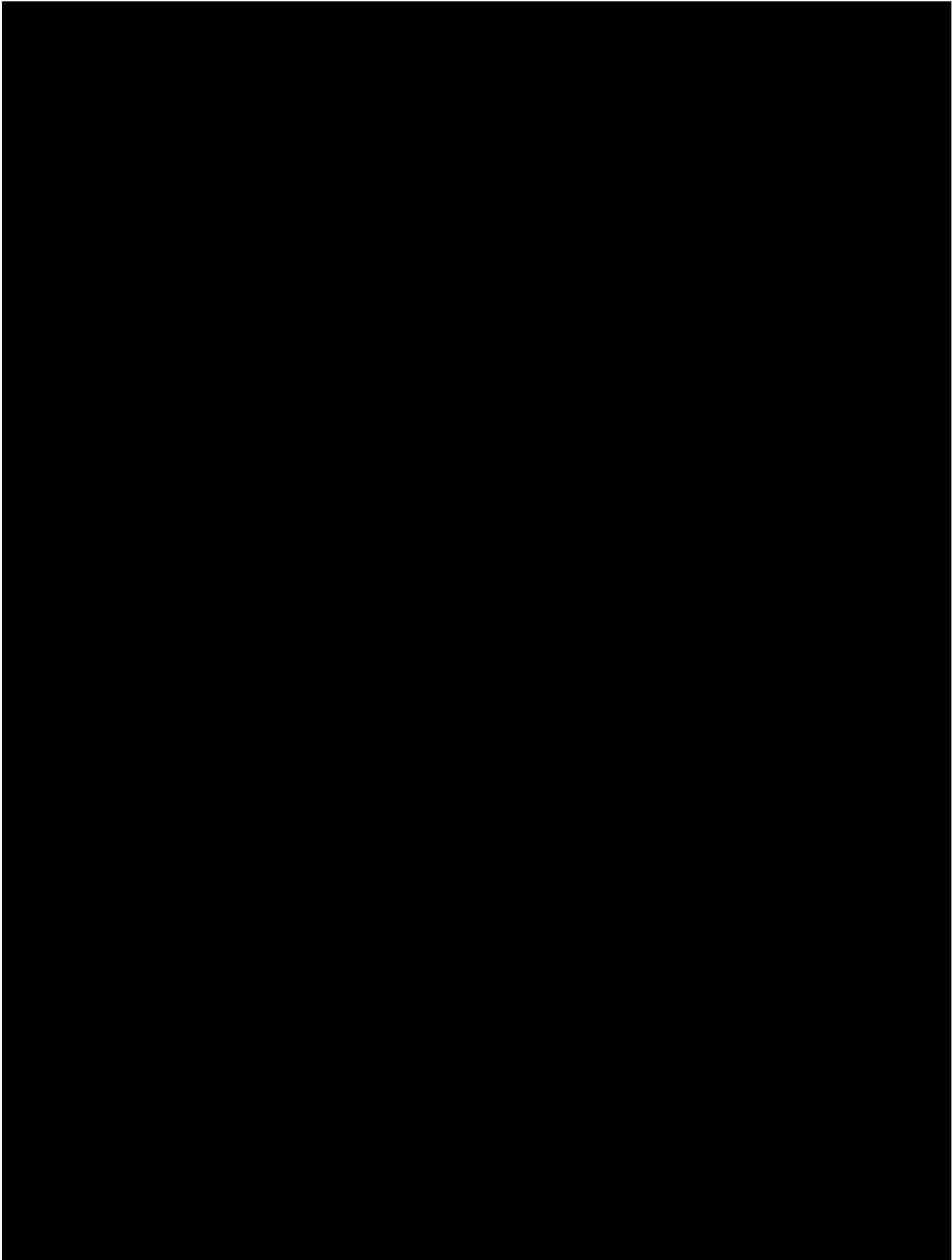
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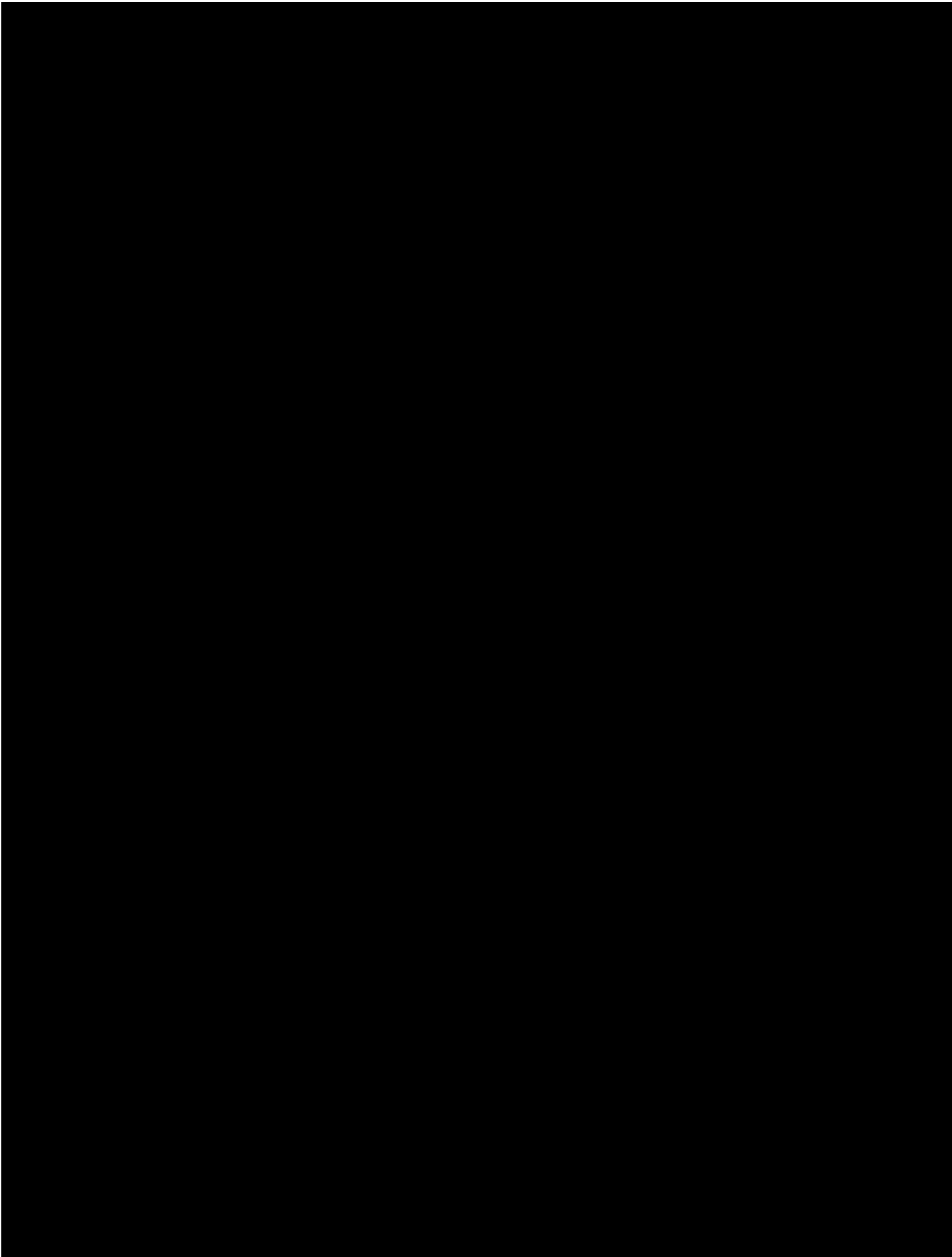
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 72 of 131	FINAL
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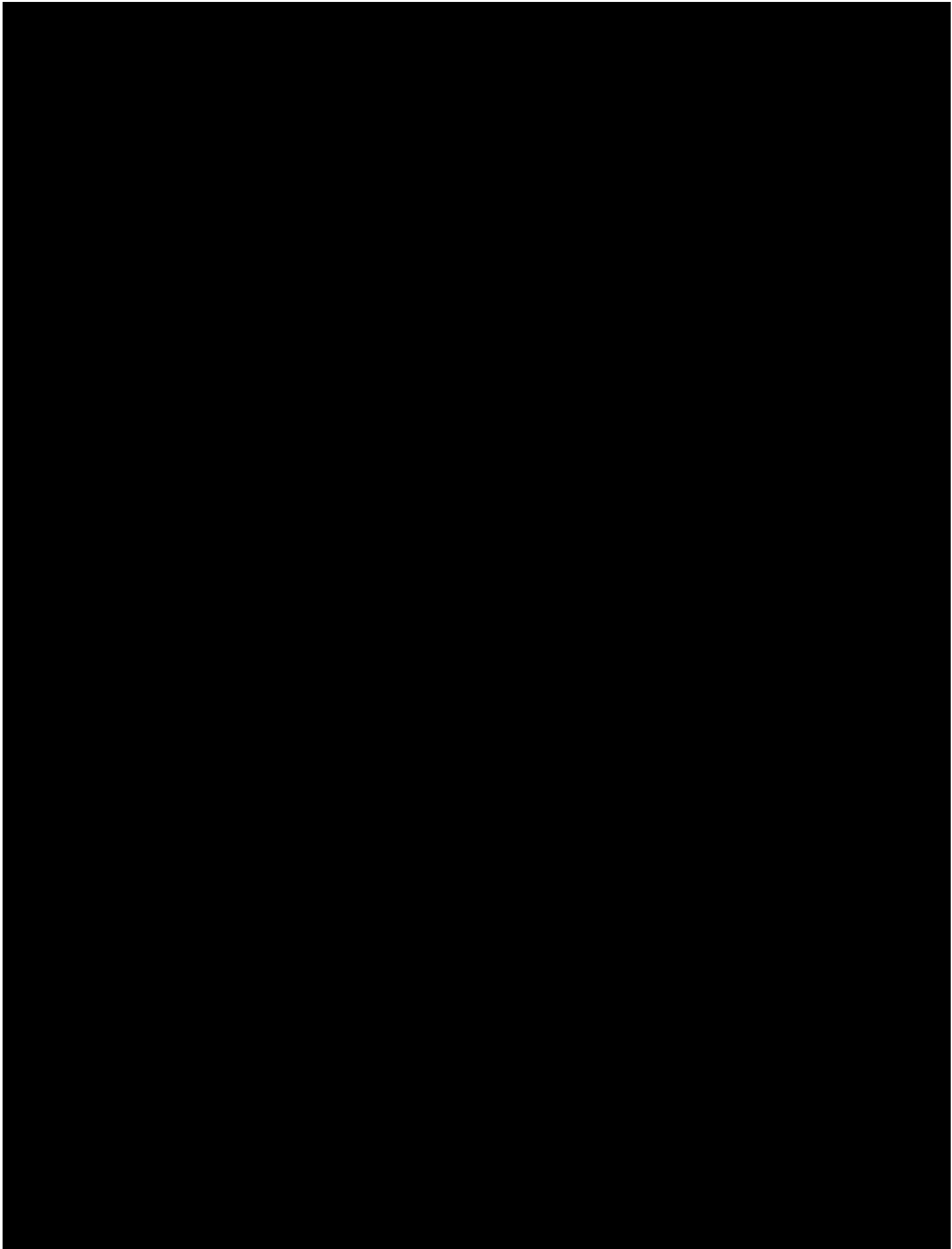
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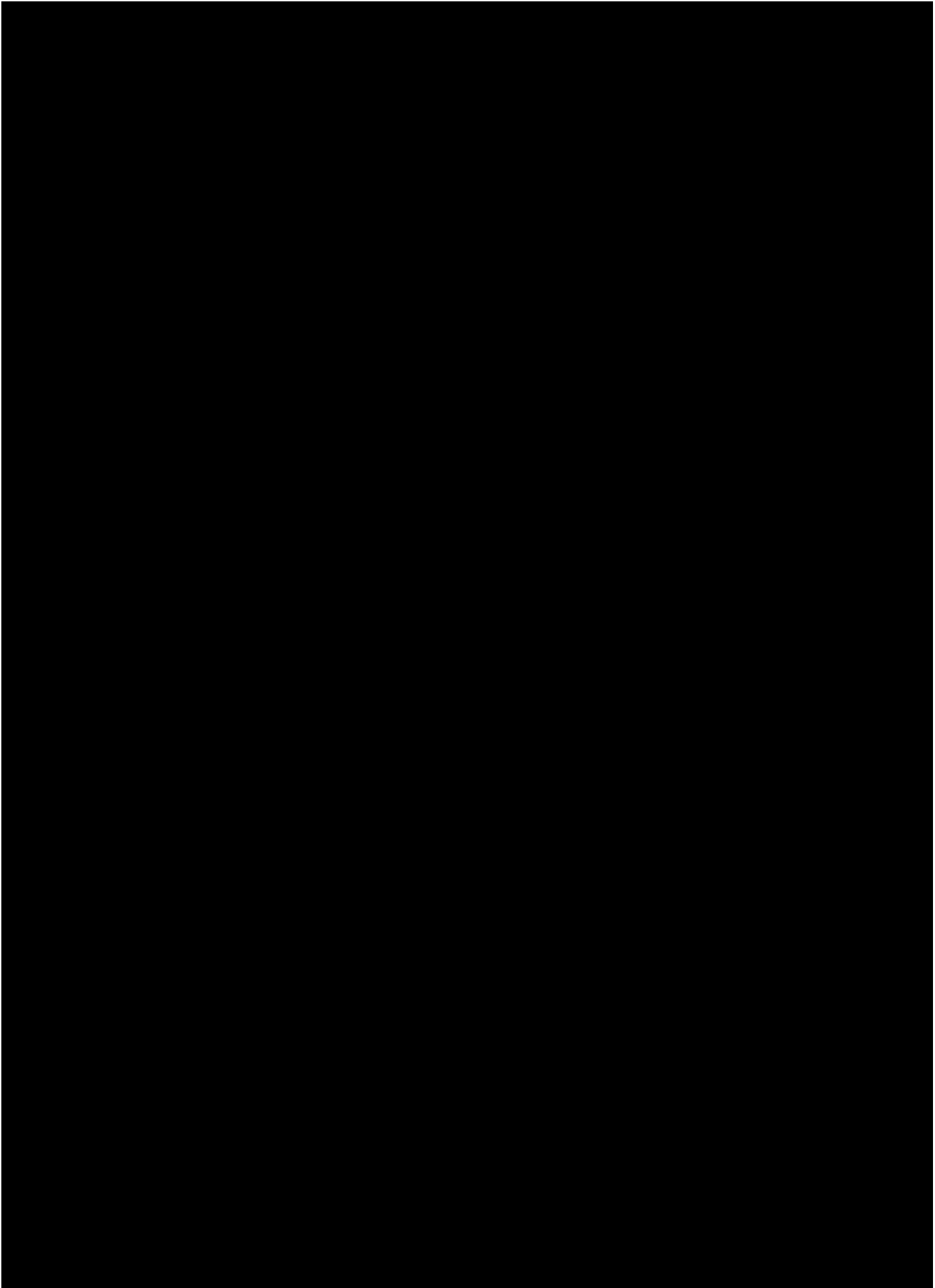
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 74 of 131	FINAL
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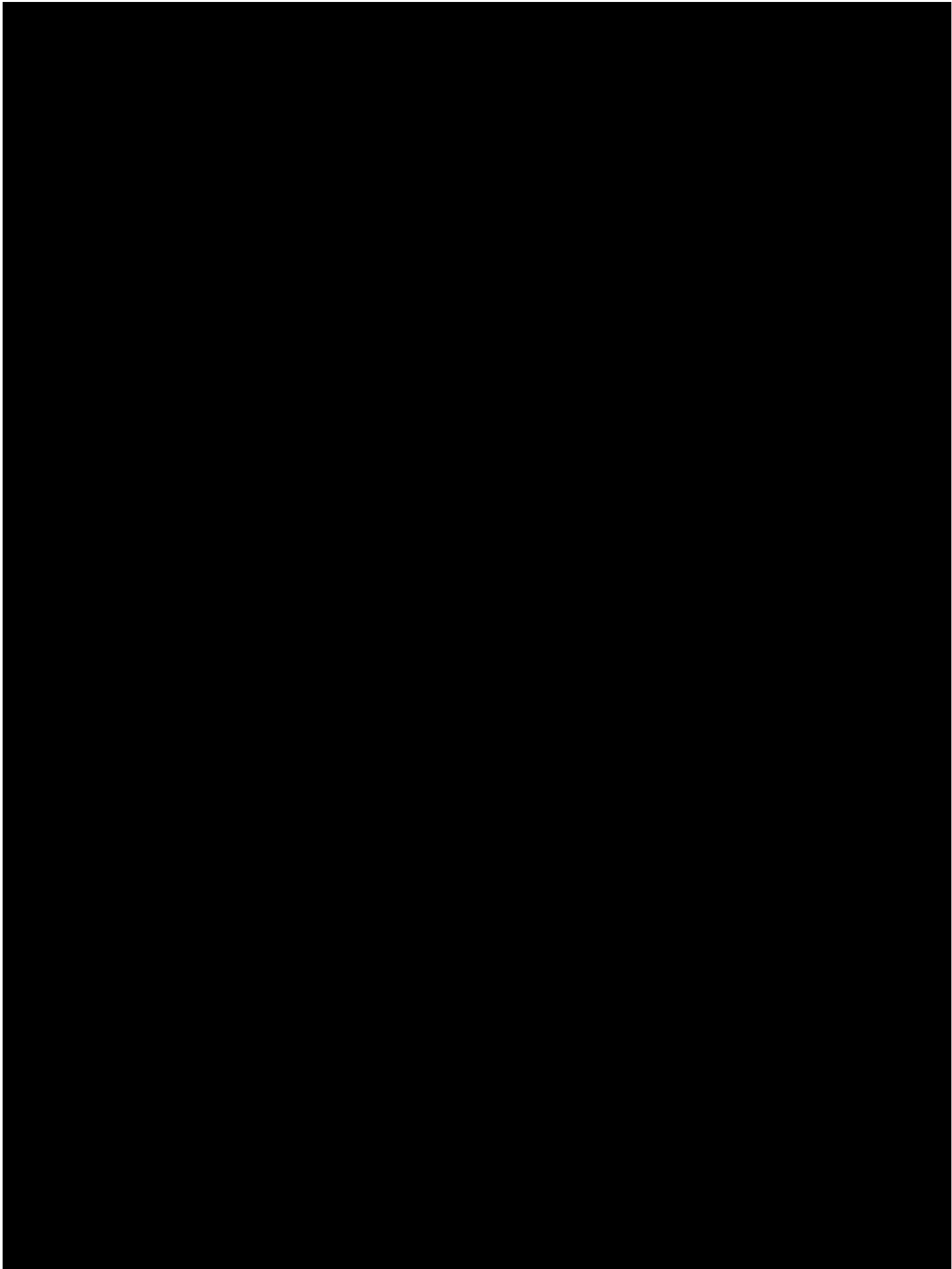
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 75 of 131	FINAL
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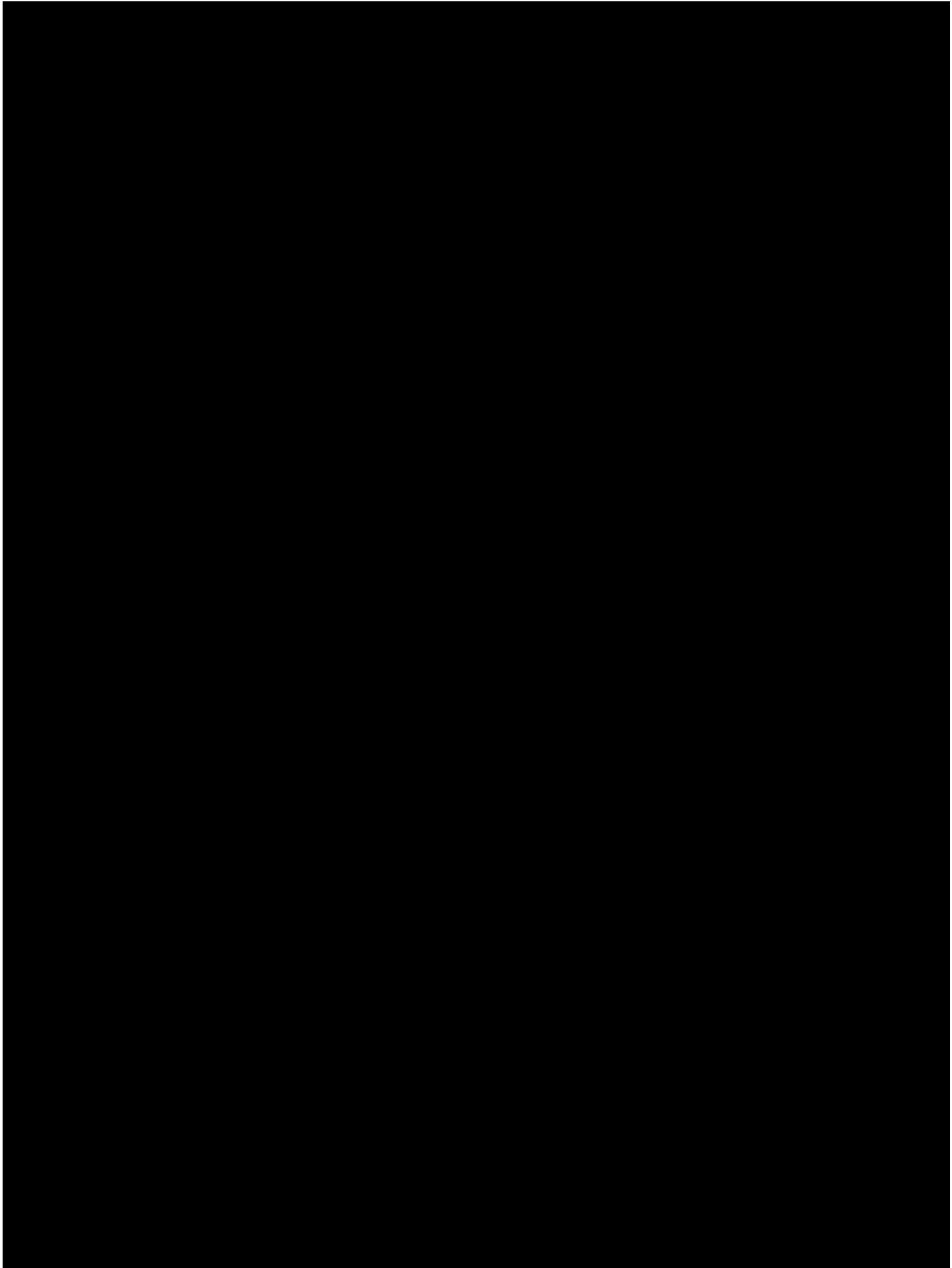
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 76 of 131	FINAL
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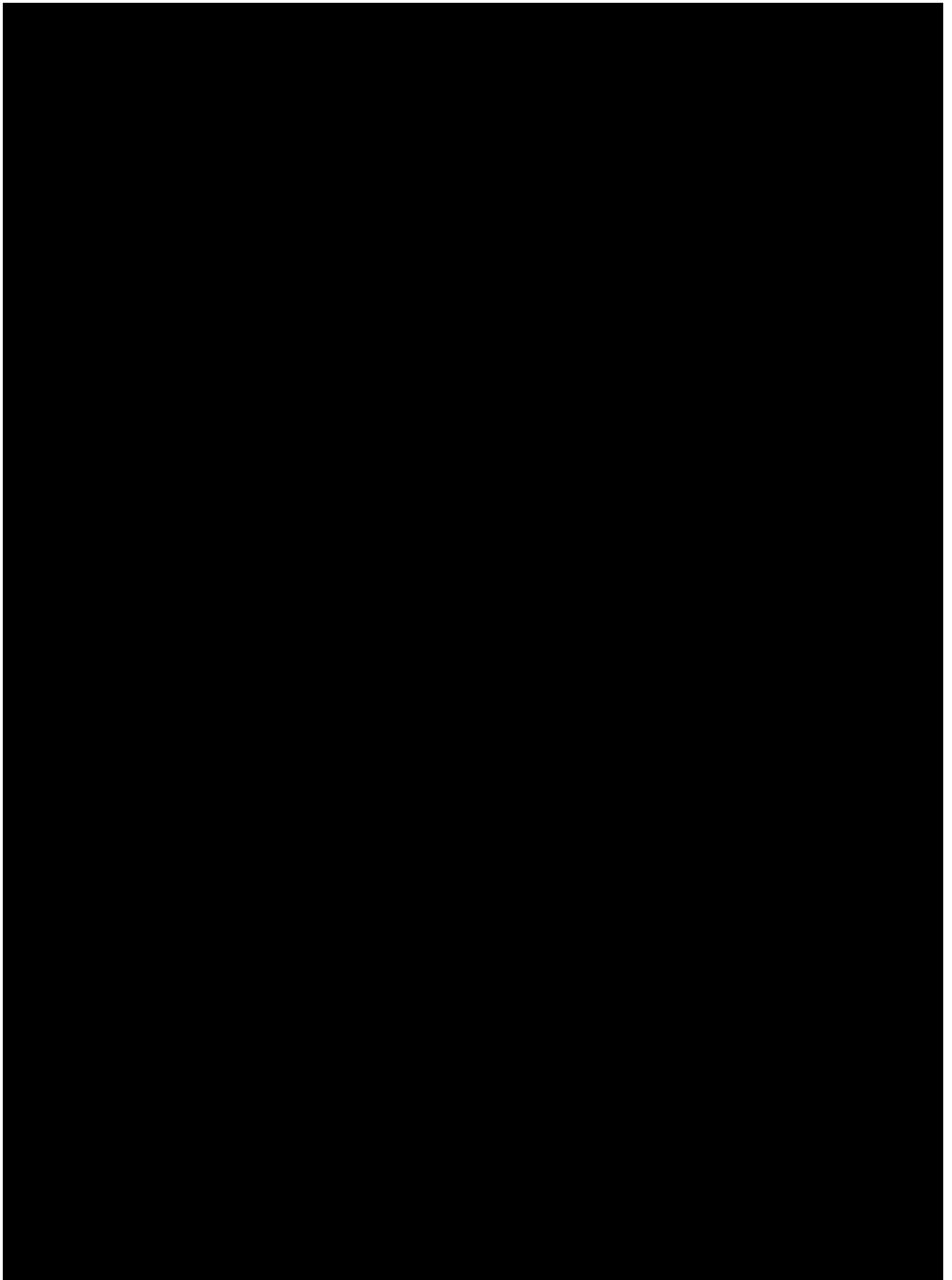


CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 78 of 131	FINAL
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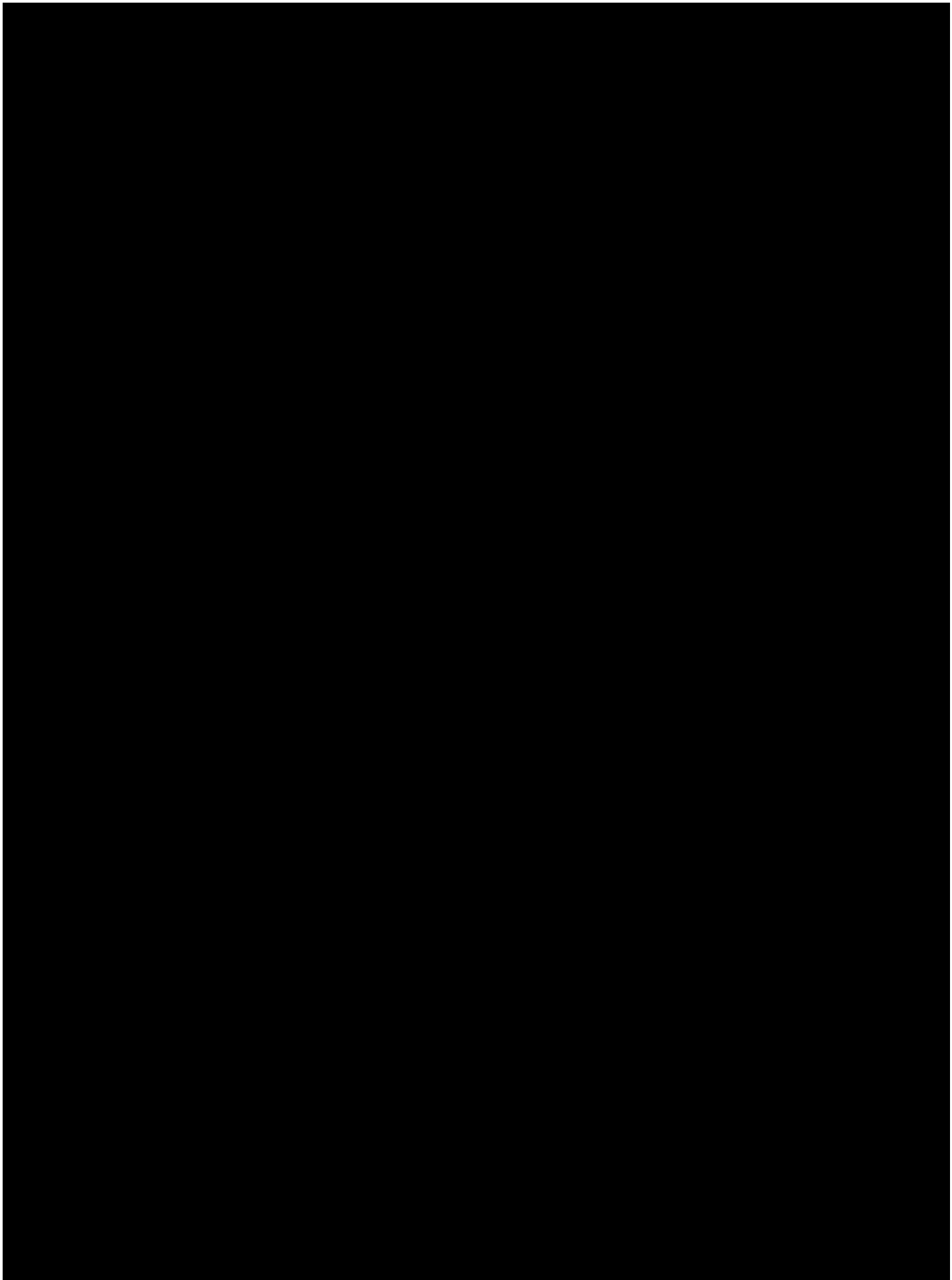




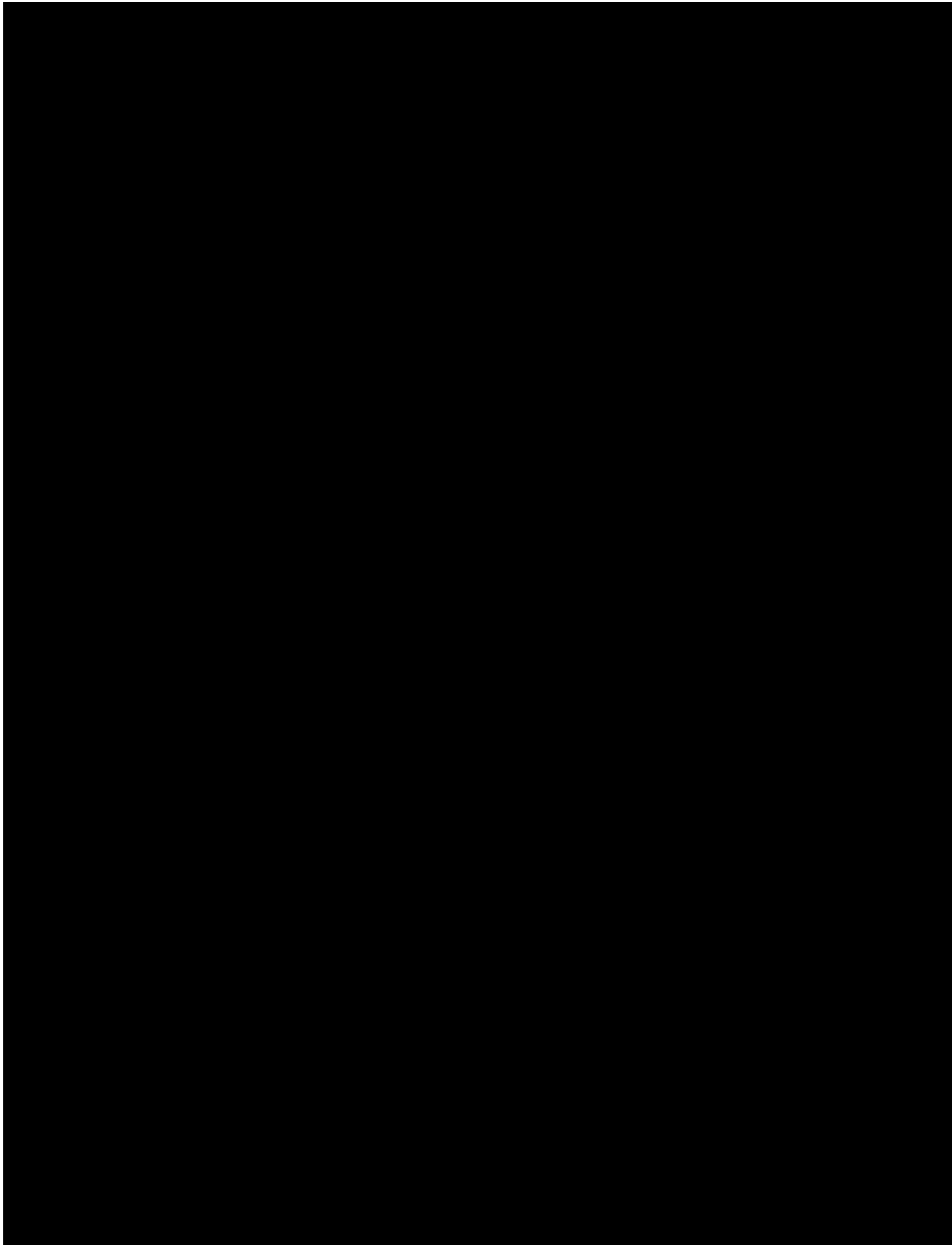
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 79 of 131	FINAL
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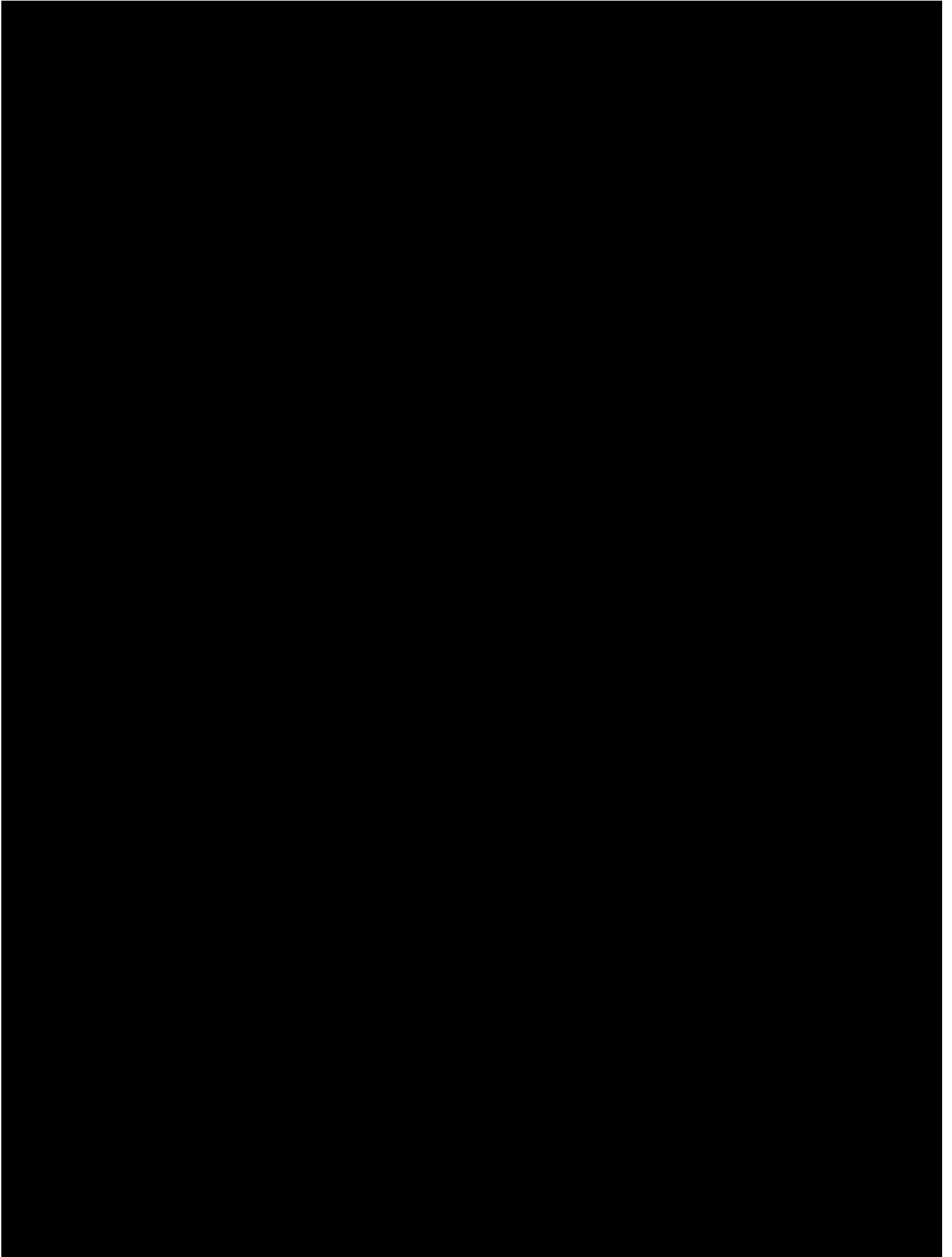
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 80 of 131	FINAL
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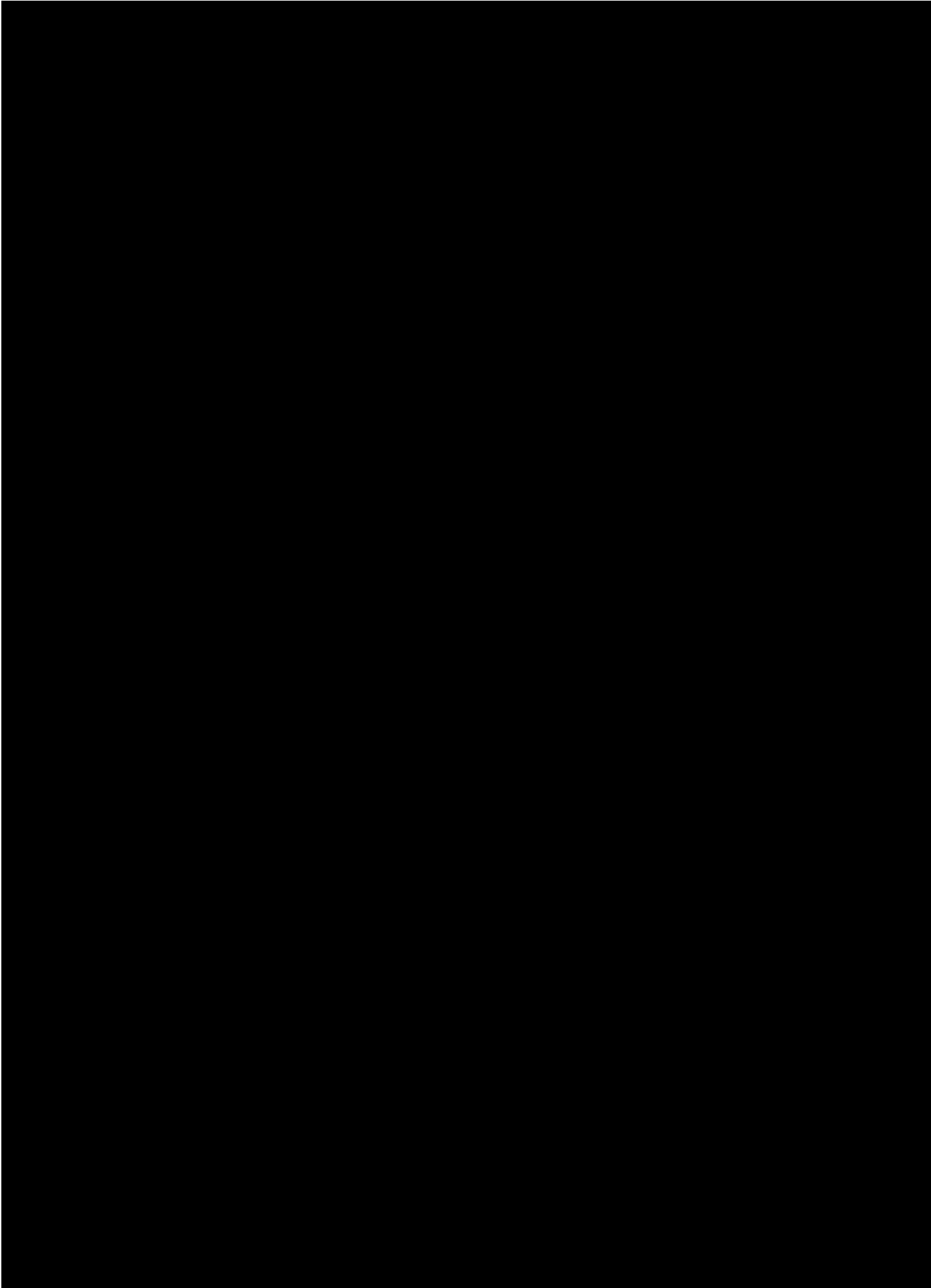
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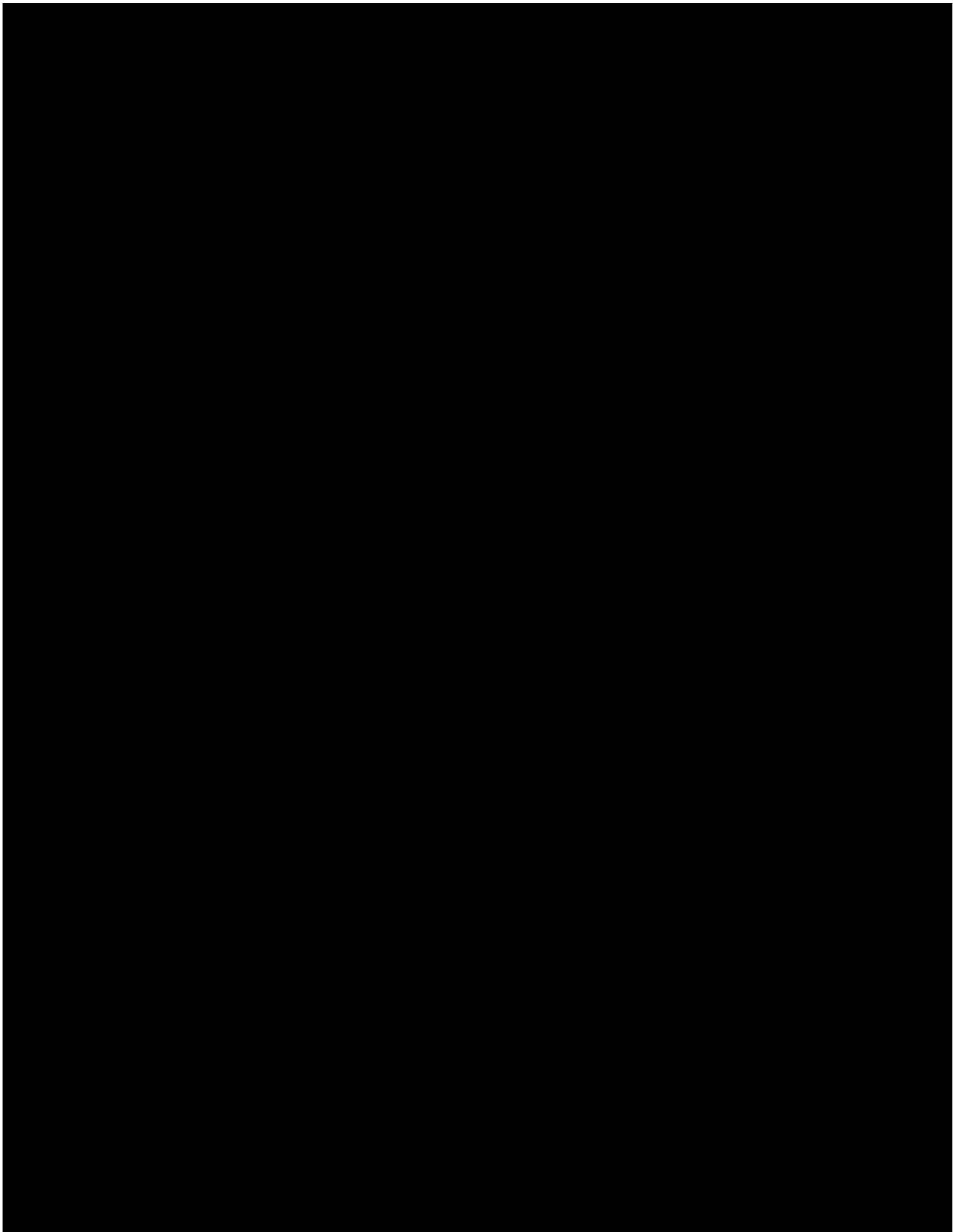
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 82 of 131	FINAL
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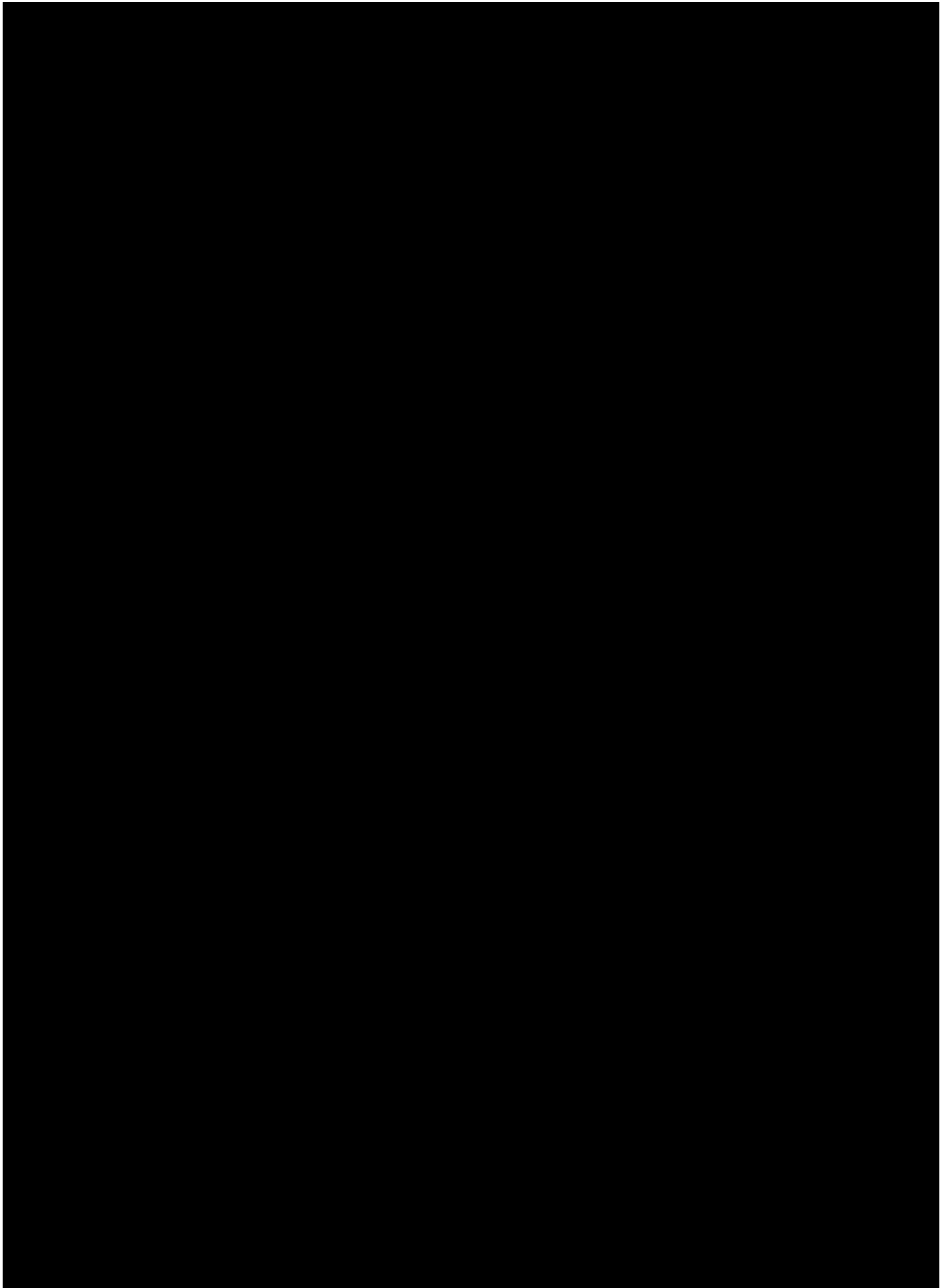
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 83 of 131	FINAL
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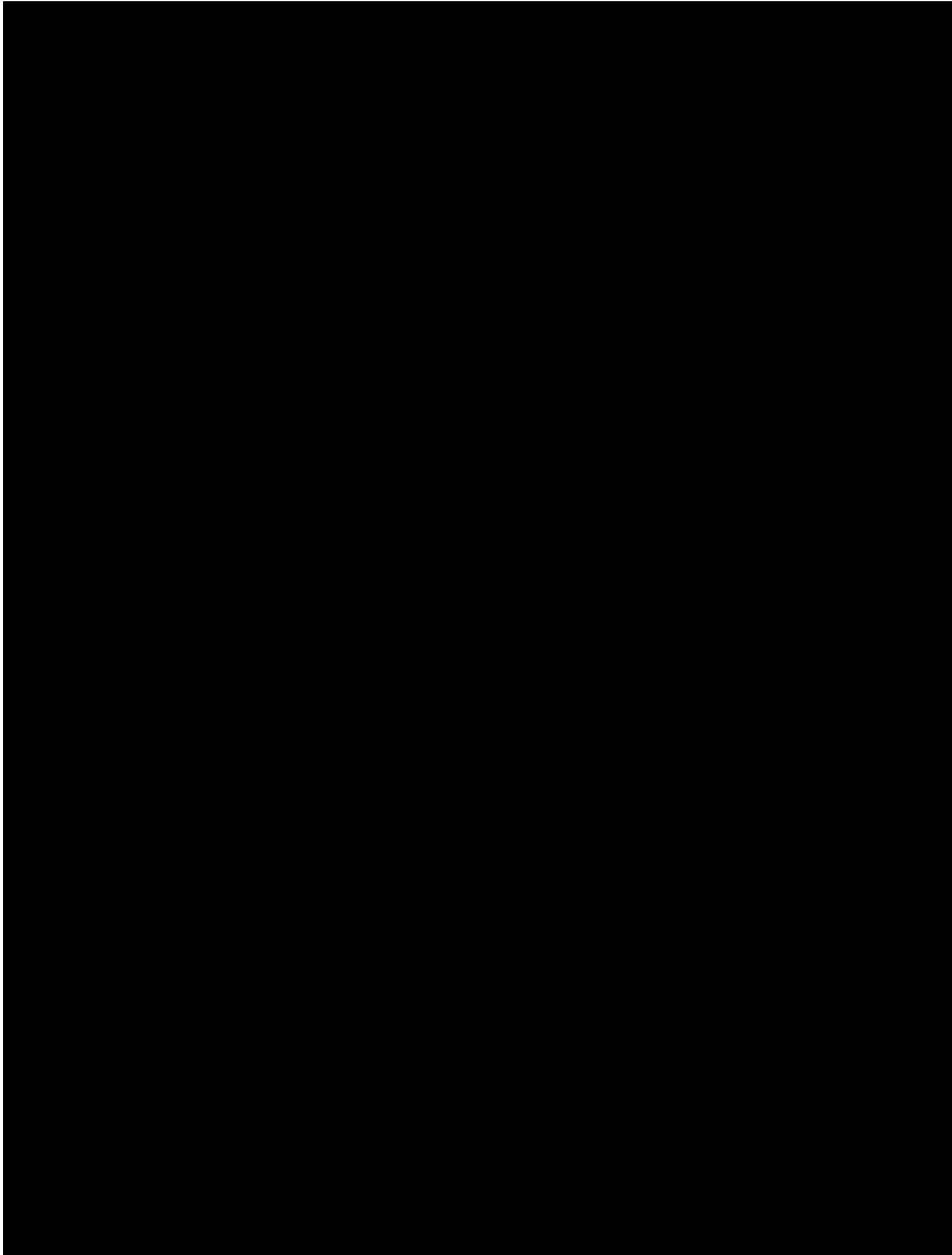
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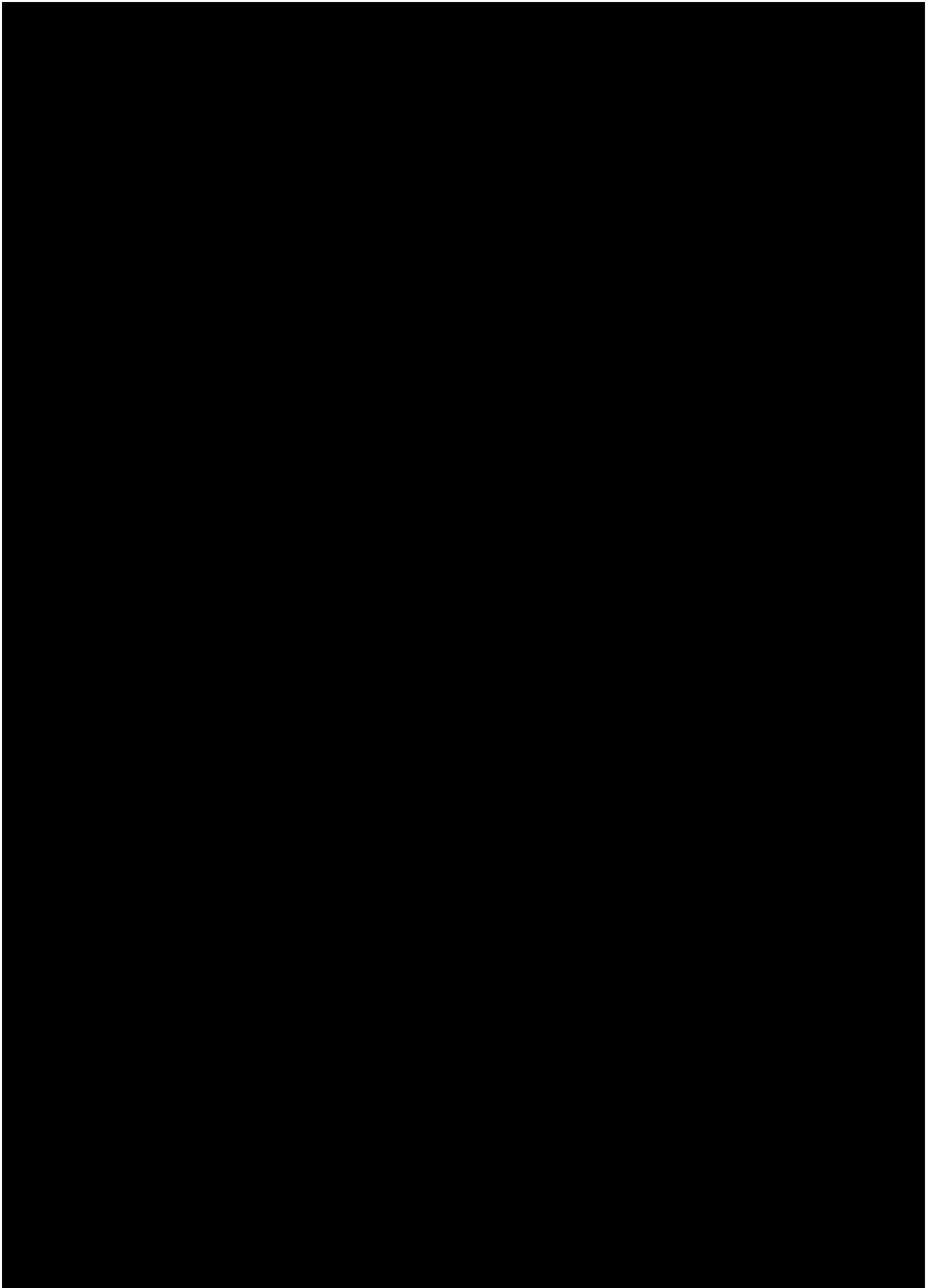


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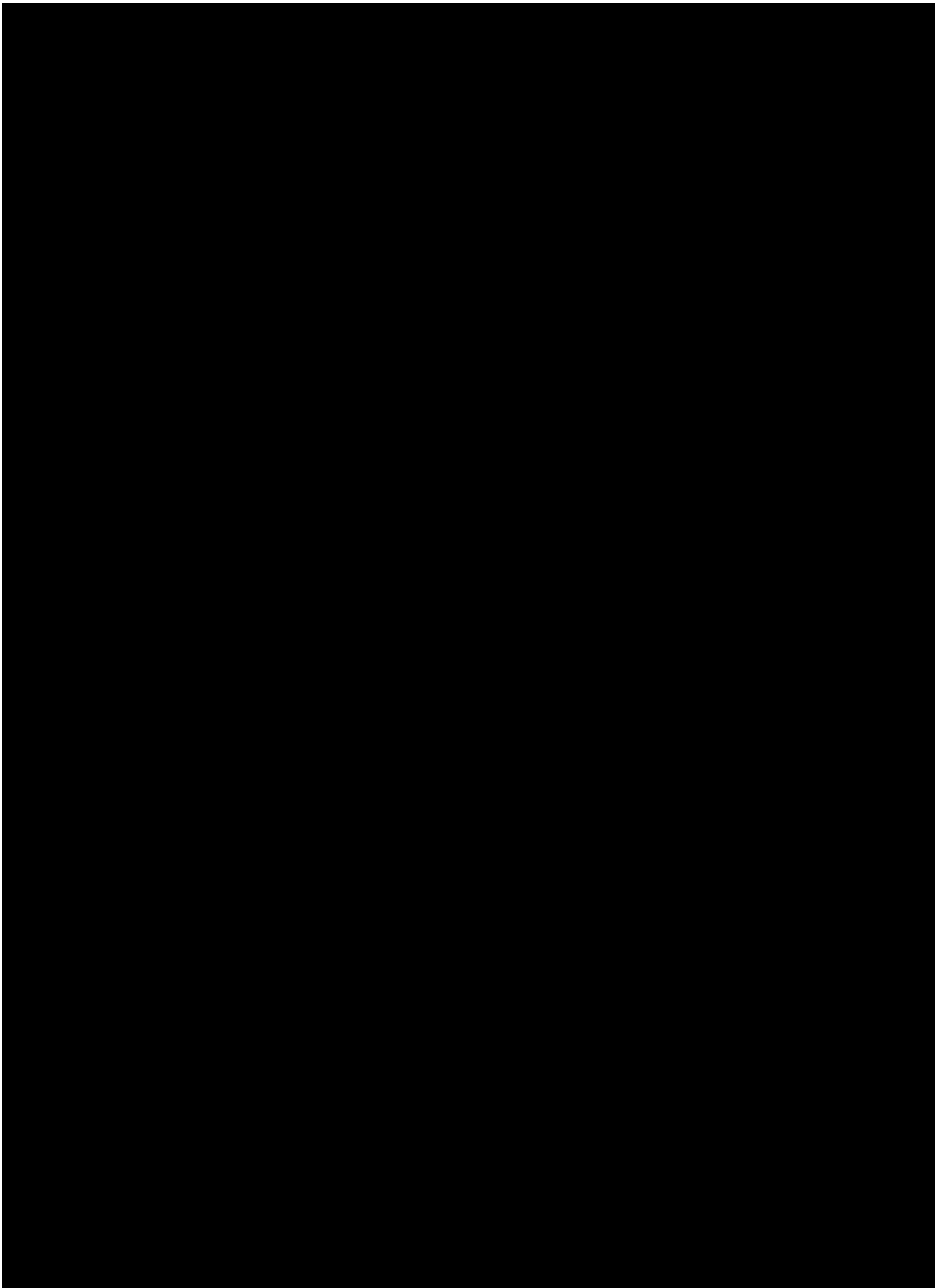




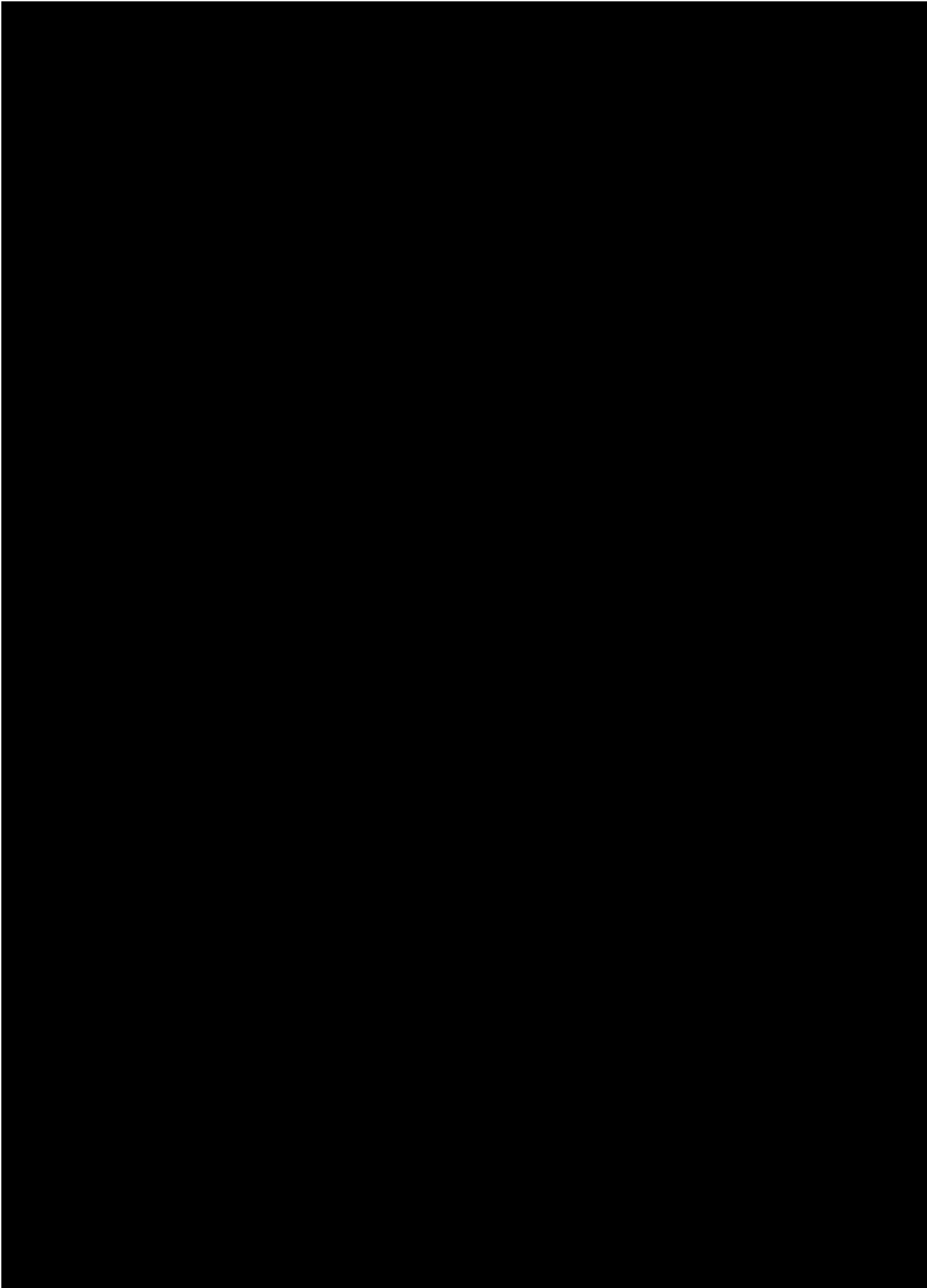
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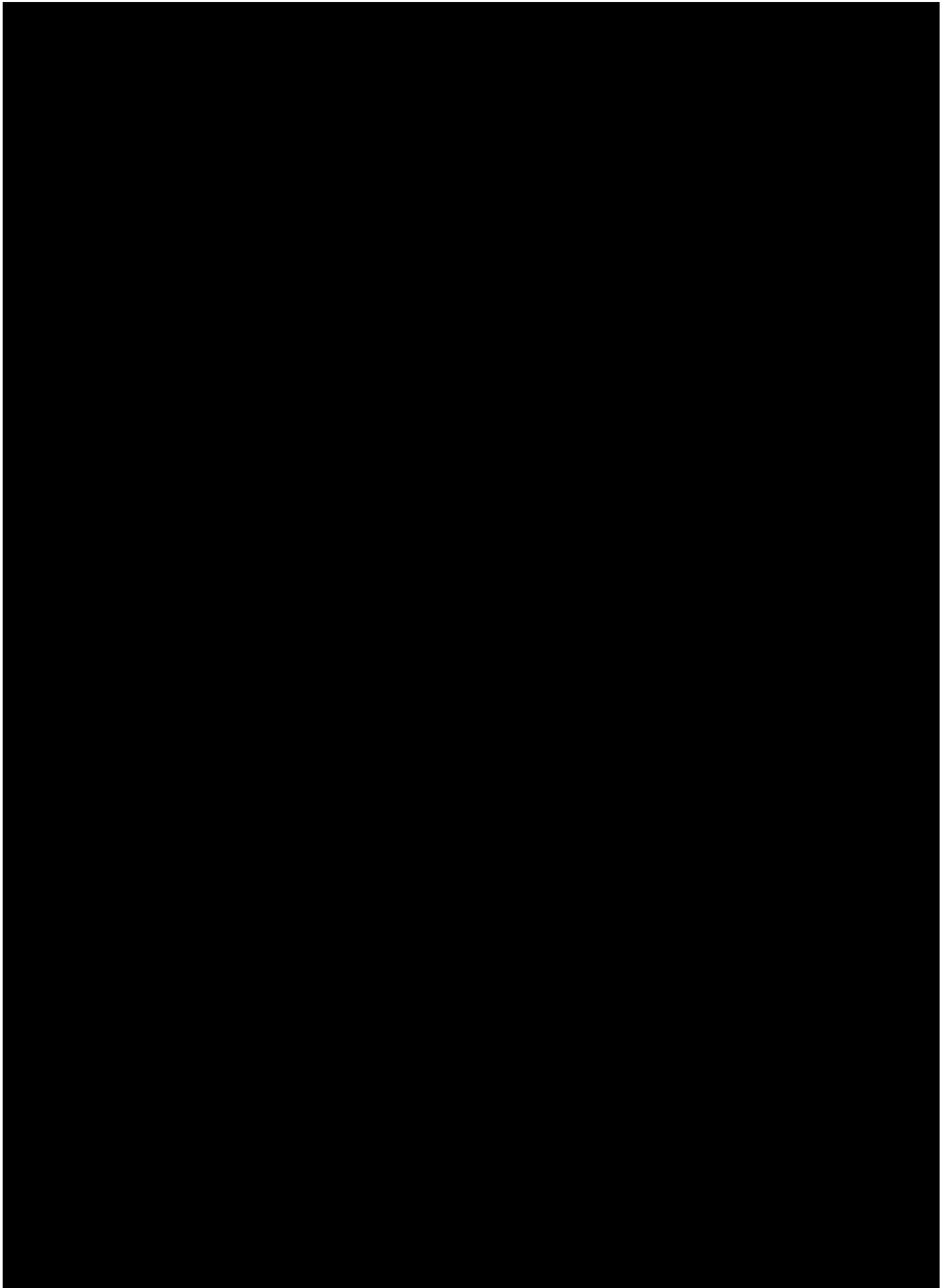
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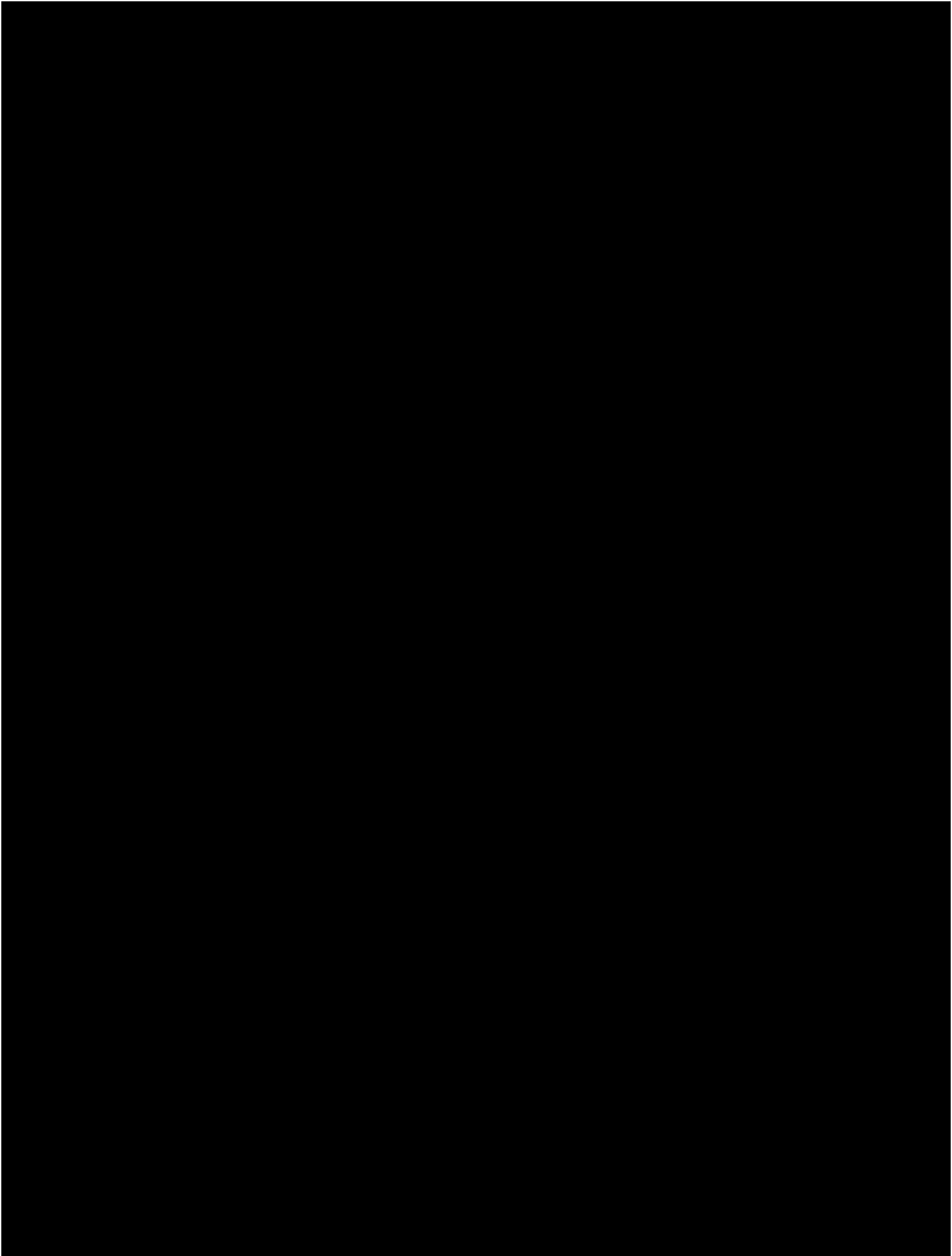
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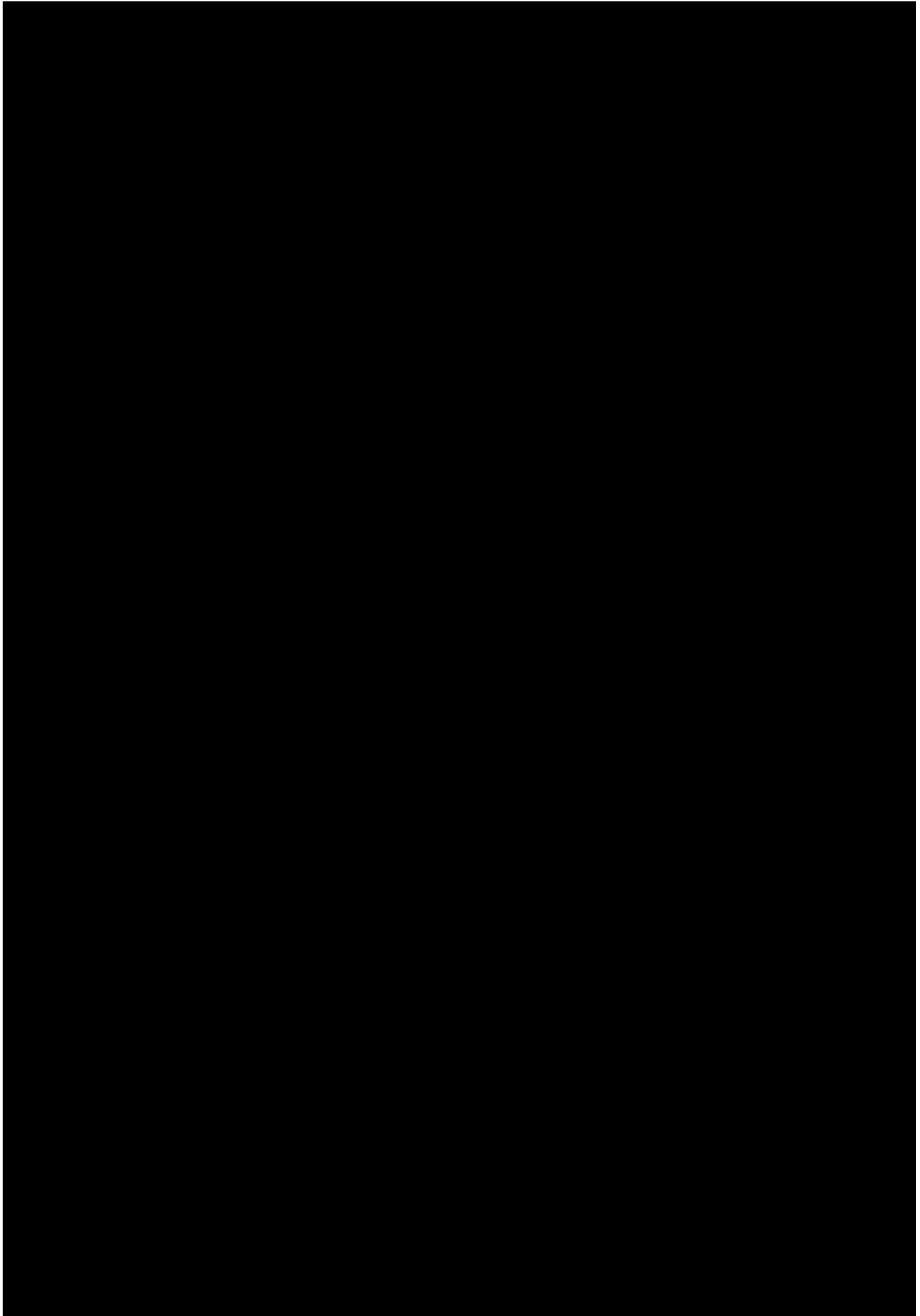
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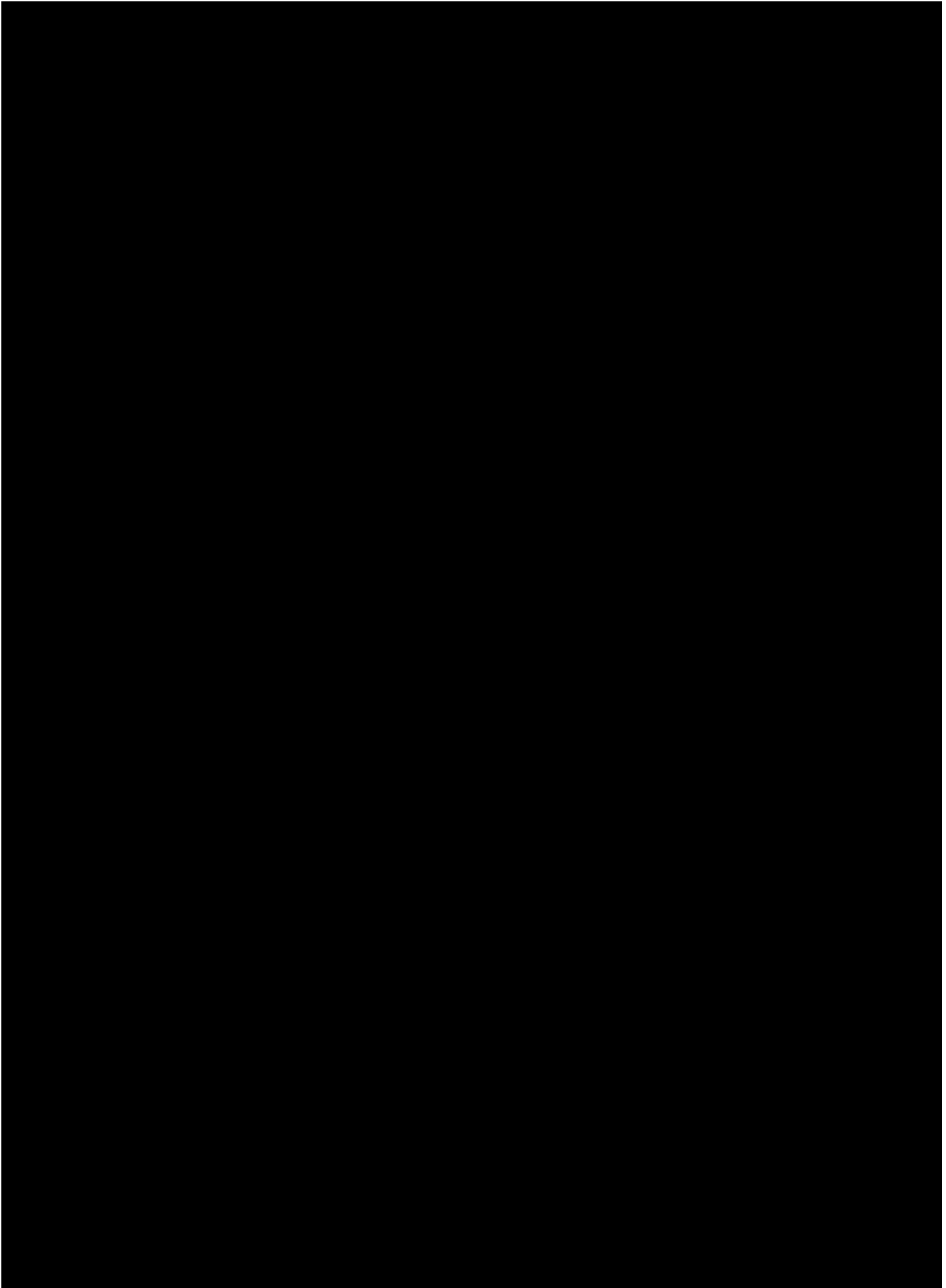
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 91 of 131	FINAL
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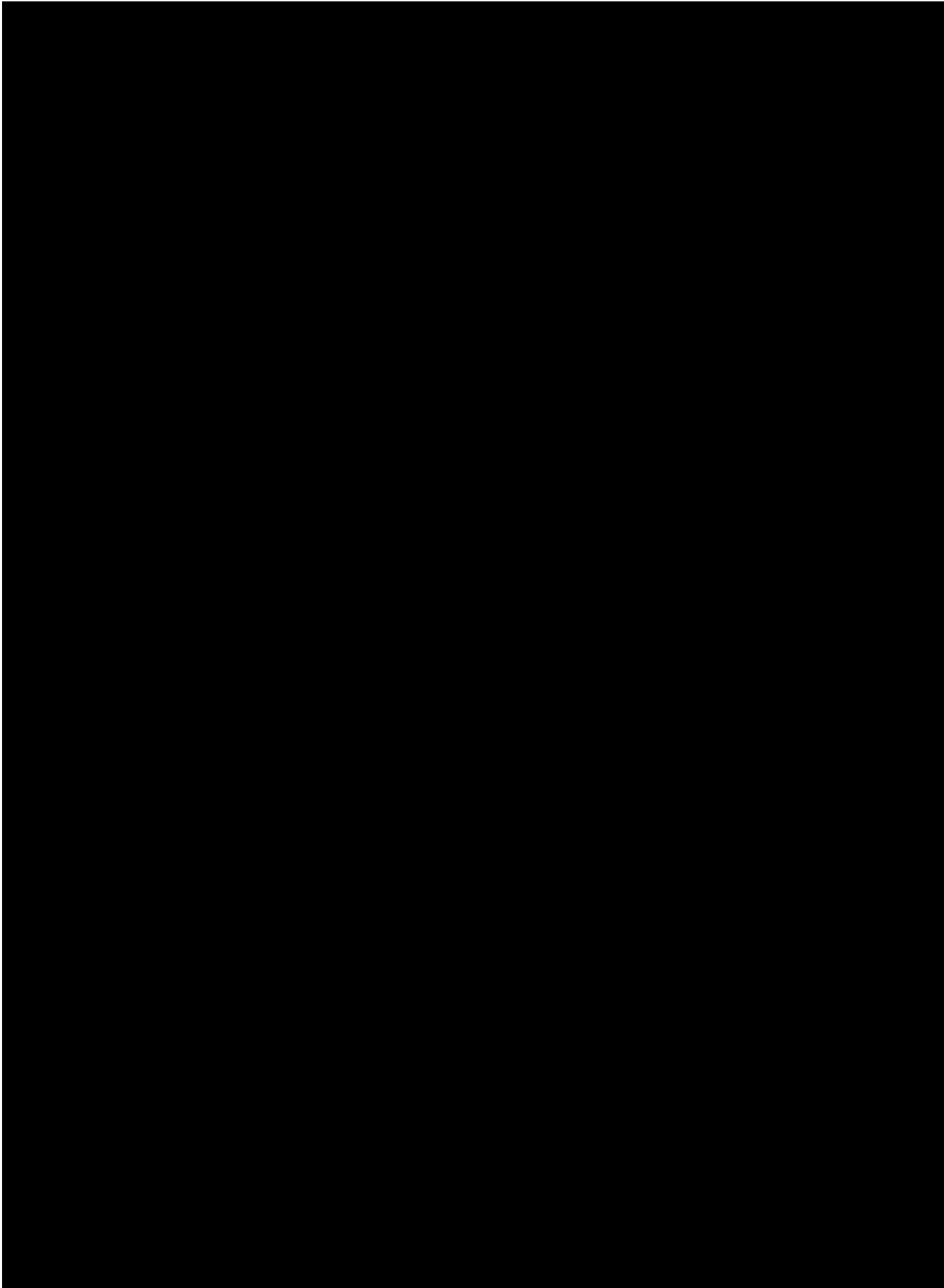
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 92 of 131	FINAL
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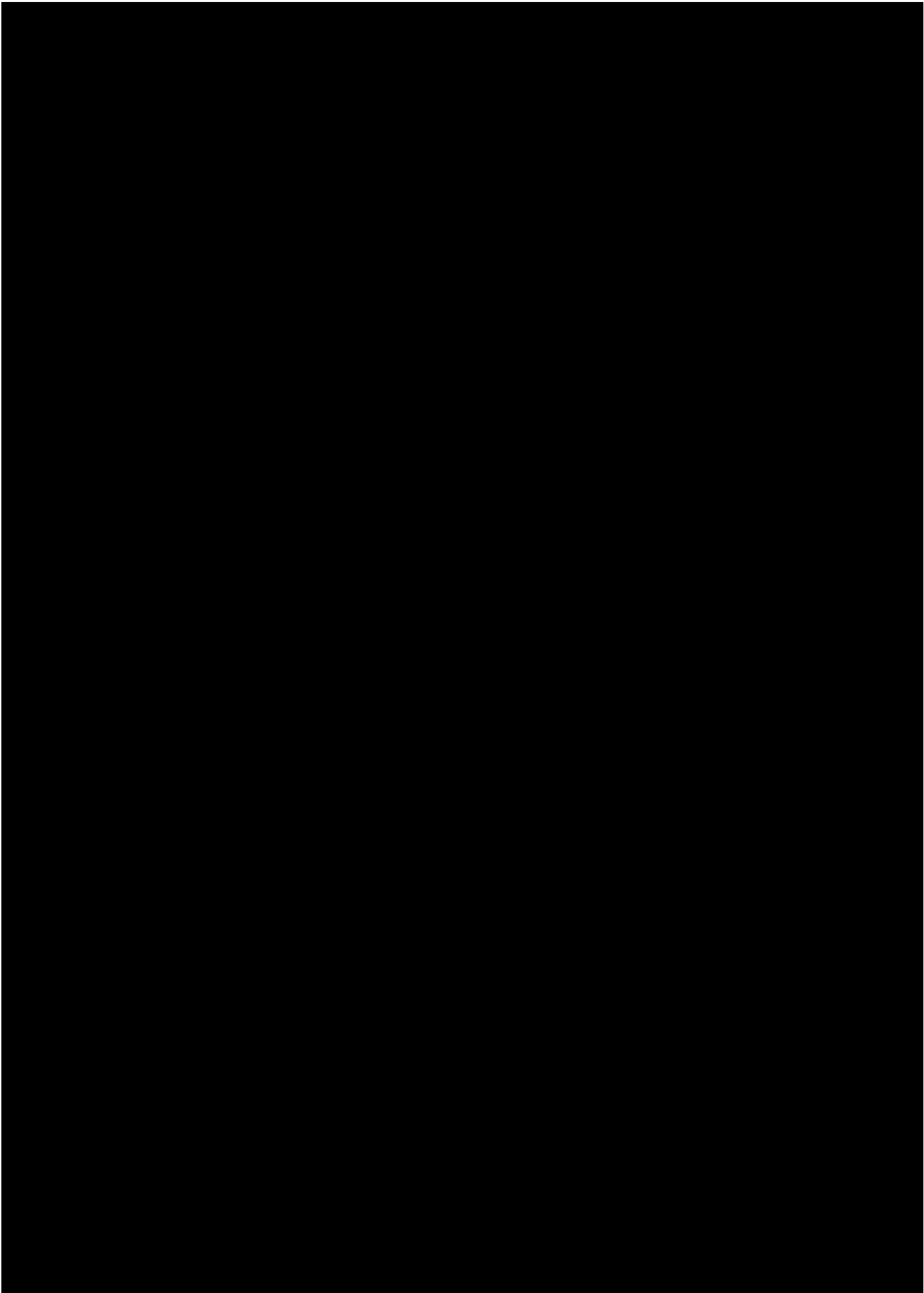


CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 94 of 131	FINAL
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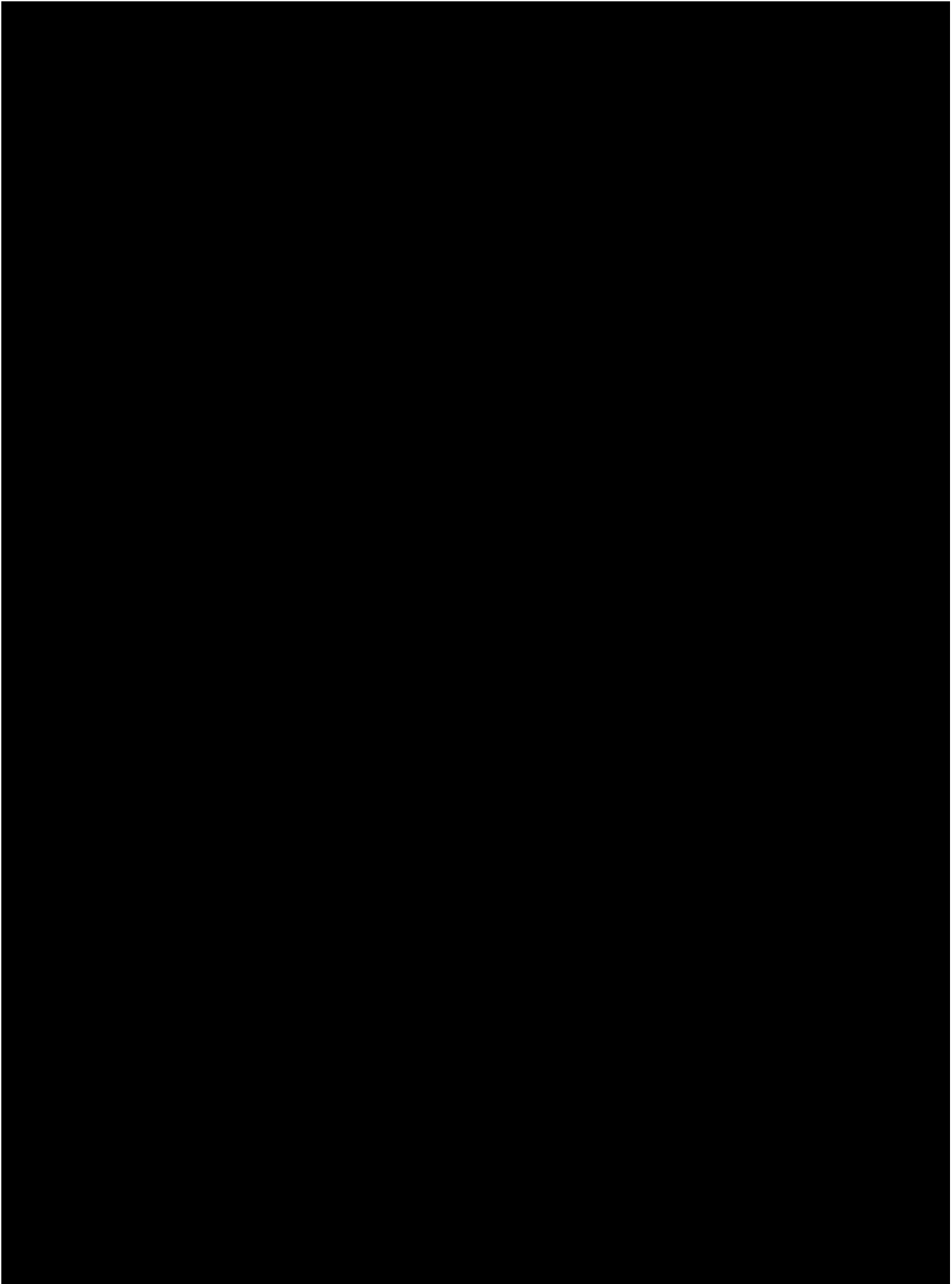




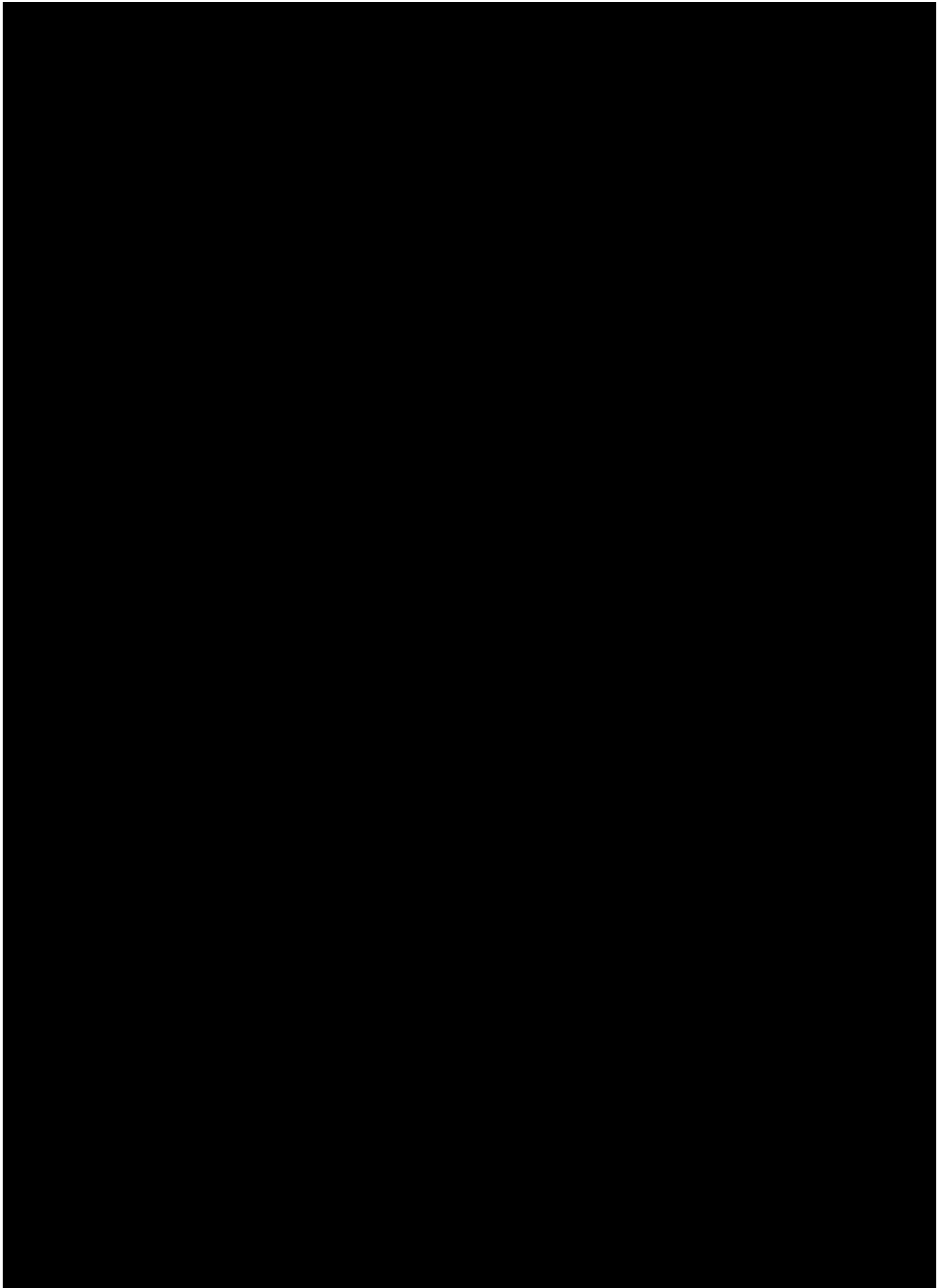
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 95 of 131	FINAL
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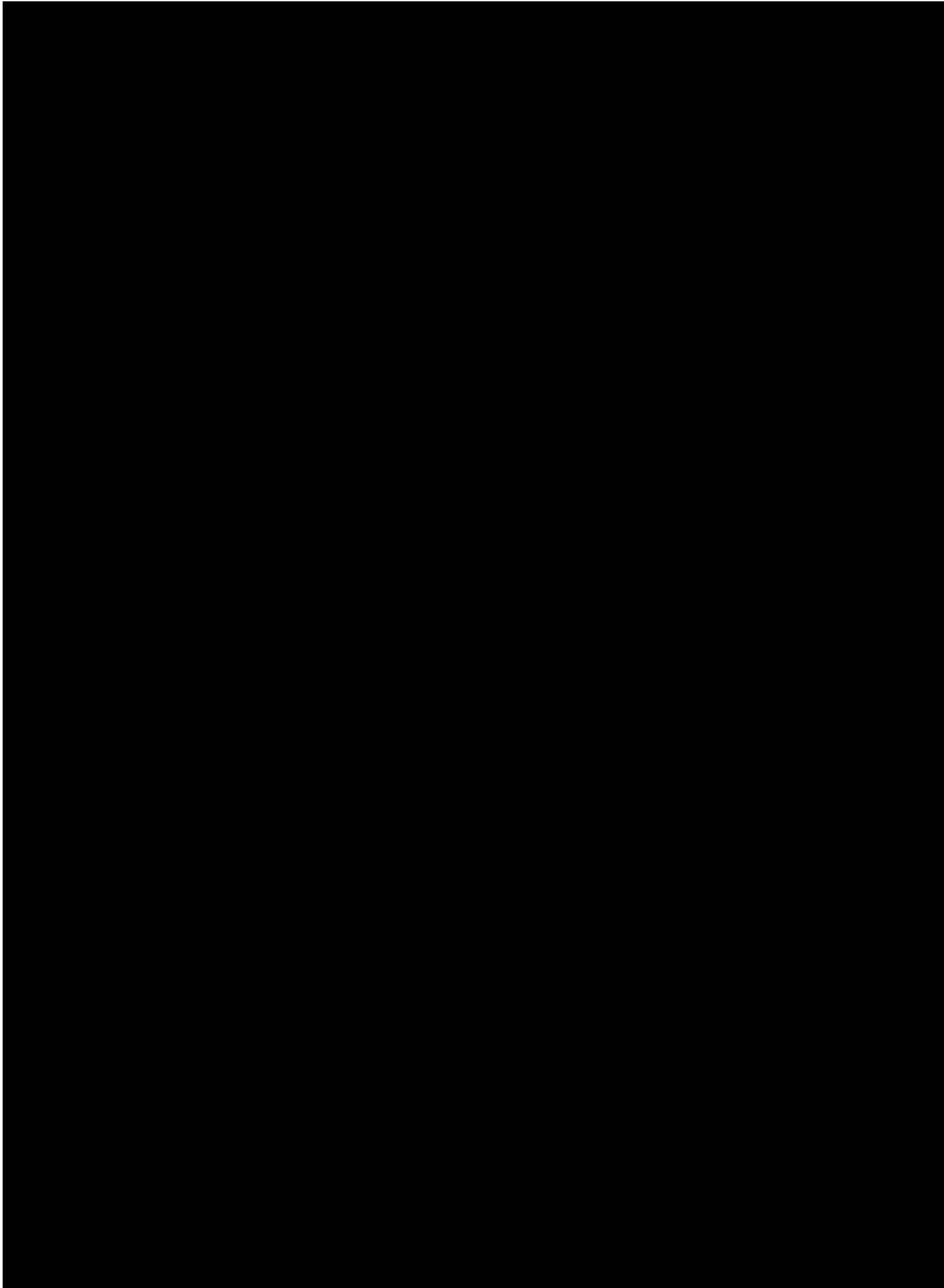
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 96 of 131	FINAL
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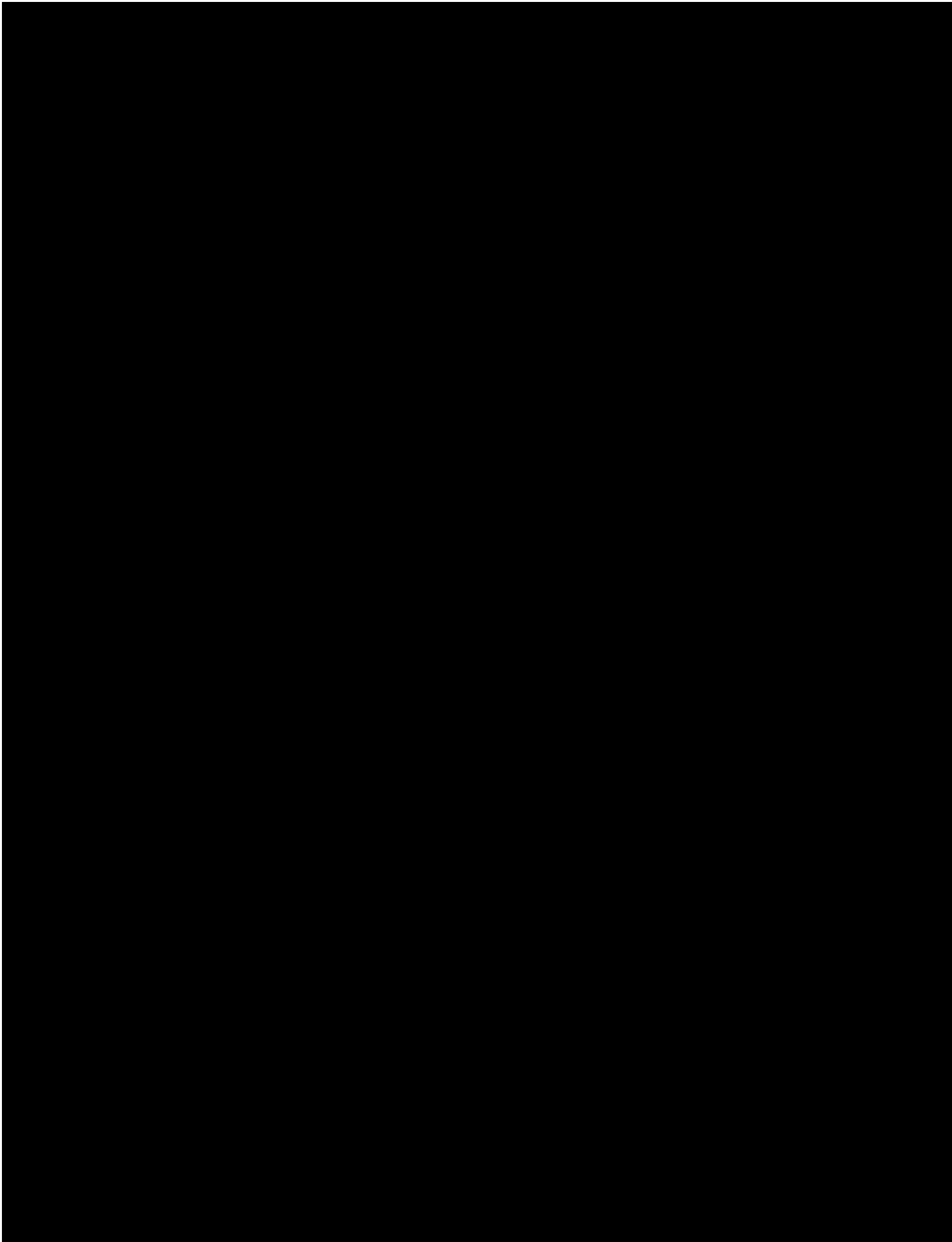
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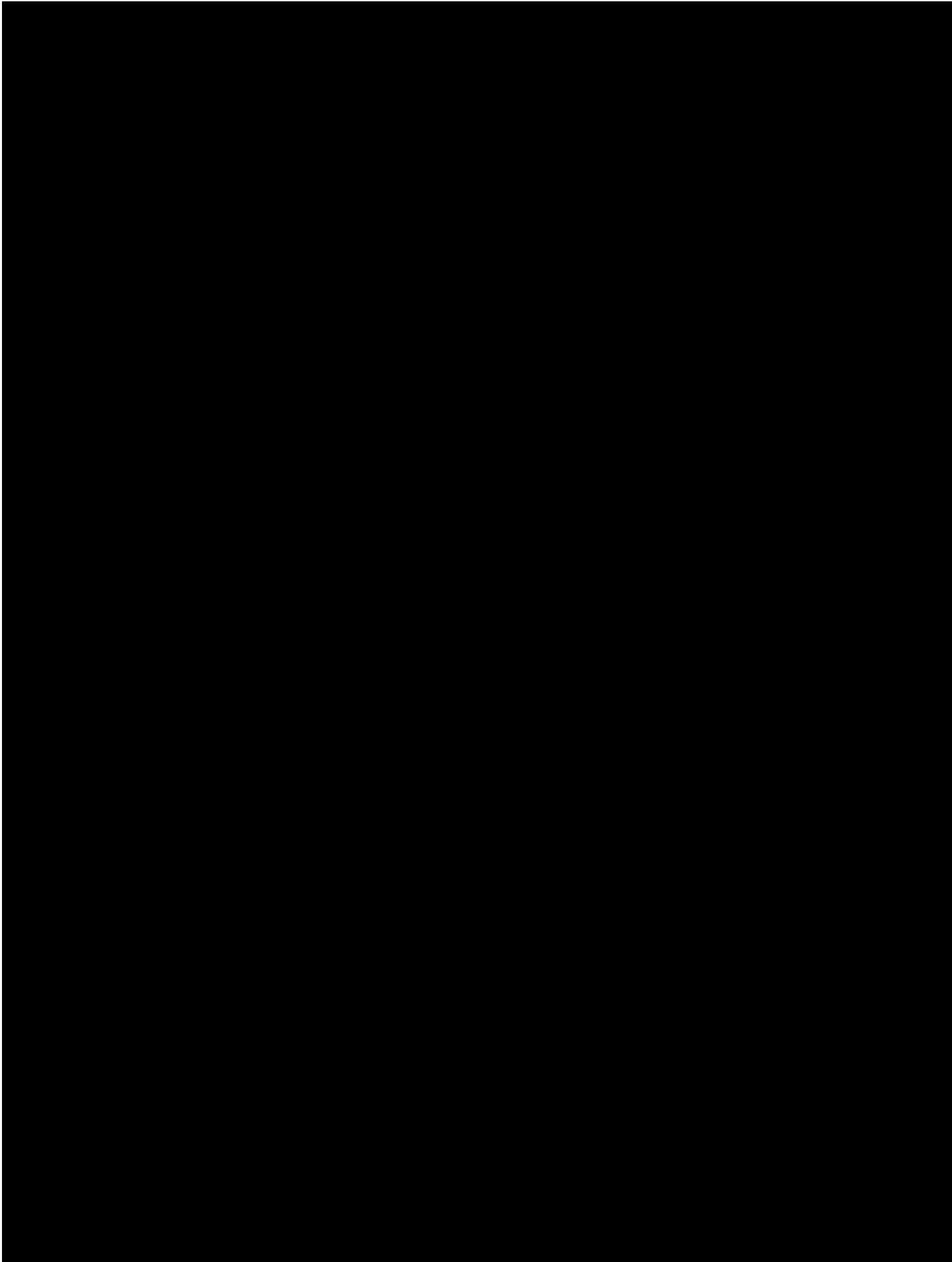
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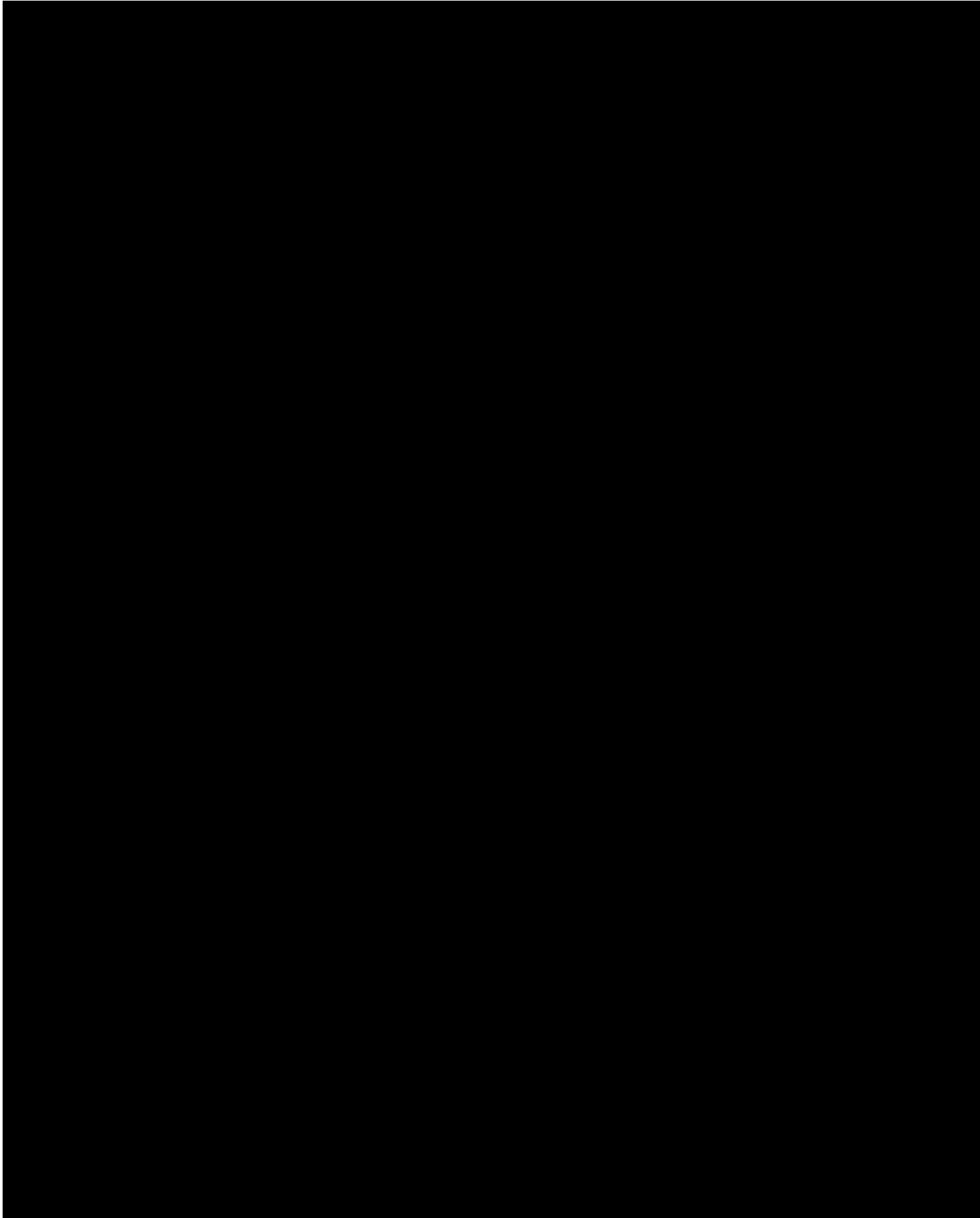
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 99 of 131	FINAL
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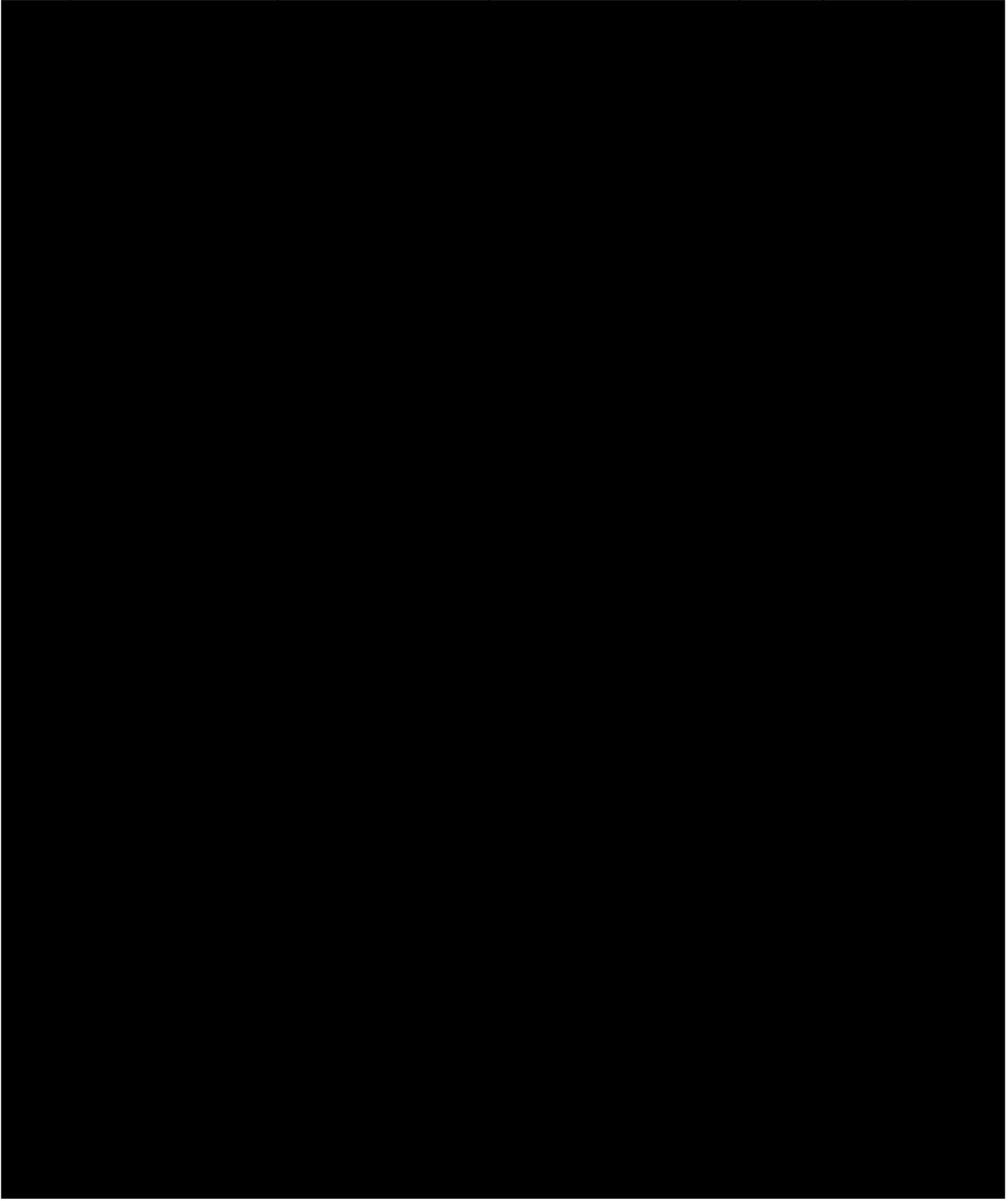
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 58	PAGE 100 of 131	FINAL
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(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

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

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

**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.

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### **NAVSEA 5252.245-9108 GOVERNMENT FURNISHED PROPERTY (April 2015)**

The Government will provide only that property identified in an attachment to Section J notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for use in the performance of this contract.

### **INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

The following types of insurance are required in accordance with the clause entitled. Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

1. Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
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, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum of \$100,000.

### **SERVICE CONTRACT ACT WAGE DETERMINATION**

The applicable Service Contract Wage Determinations by the Secretary of Labor are provided as Attachment 1 - Wage Determination 2015-4821, Rev 2 dated 12/30/2016 in Section J.

### **CONTRACTUAL AUTHORITY AND COMMUNICATIONS**

(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

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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 contract effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been 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.

**RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS (May 2012)**

If this contract includes the clause "FAR 52.204-9 Personal Identity Verification of Contractor Personnel" or will otherwise require frequent access to NSA/NSWC Crane site, the Contractor shall consider taking advantage of the benefits available from the following RAPIDGate program:

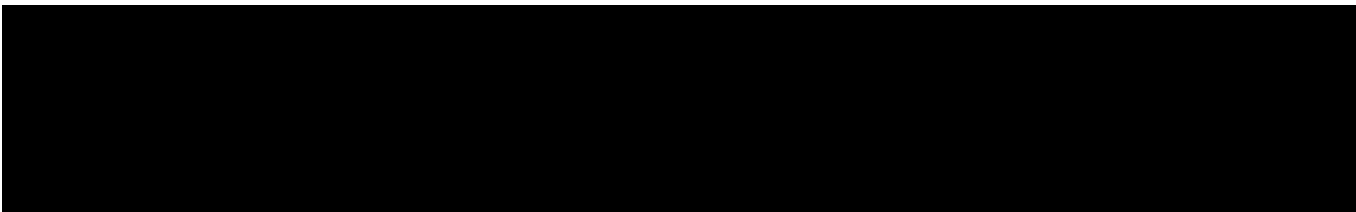
NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

The new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

There are costs for contractors to participate in the RAPIDGate program which include a fee for the Contractor's form and a fee per Contractor employee. Costs to participating Contractor's are recaptured through increased productivity of their employees due to the reduction in waiting times at the Pass and Identification Office and Entry Control Point (ECP). Costs shall not be directly billed to the Government. The costs to participate in the RAPIDGate program are identified in the table below.

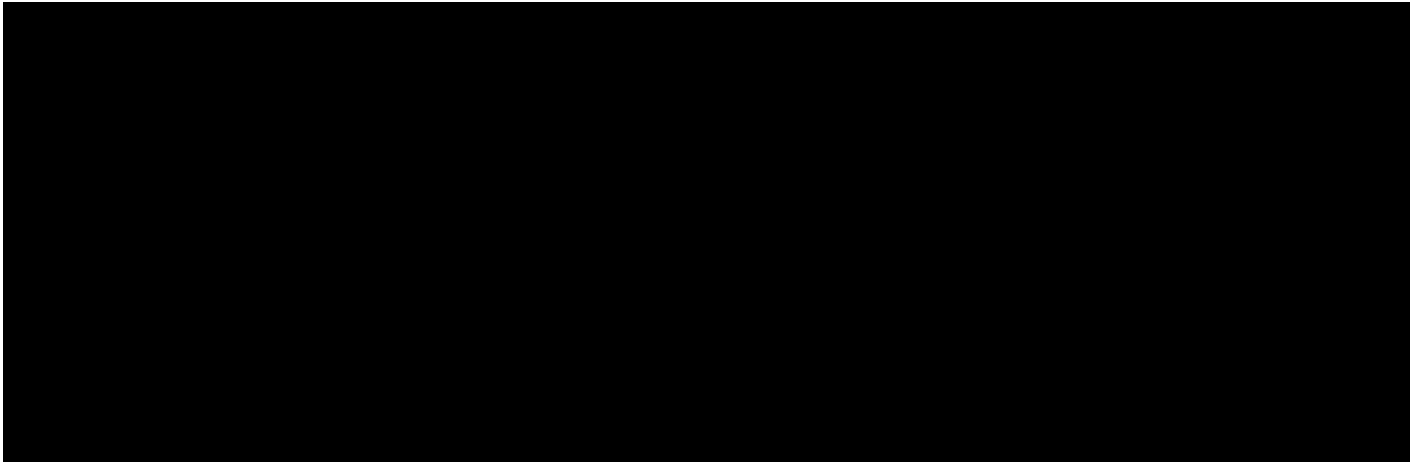
A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer (KO).

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.



RAPIDGate Pricing—(Subject to change without notice):

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(end of clause)

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

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://www.farsite.hill.af.mil/>

- 52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)
- 52.222-29 Notification of Visa Denial (Jun 2003) IF OCONUS travel
- 52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)
- 52.223-10 Waste Reduction Program (May 2011)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
- 252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)
- 252.242-7004 Material Management and Accounting System (May 2011)
- 252.242-7006 Accounting System Administration (Feb 2012)
- 252.244-7001 Contractor Purchasing System Administration (May 2011)
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)
- 252.245-7002 Reporting Loss of Government Property (Apr 2012)
- 252.245-7003 Contractor Property Management System Administration (Sep 2016)

### 52.217-8 - OPTION TO EXTEND SERVICE (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 60 days.

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

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

#### ITEM(S) LATEST OPTION EXERCISE DATE

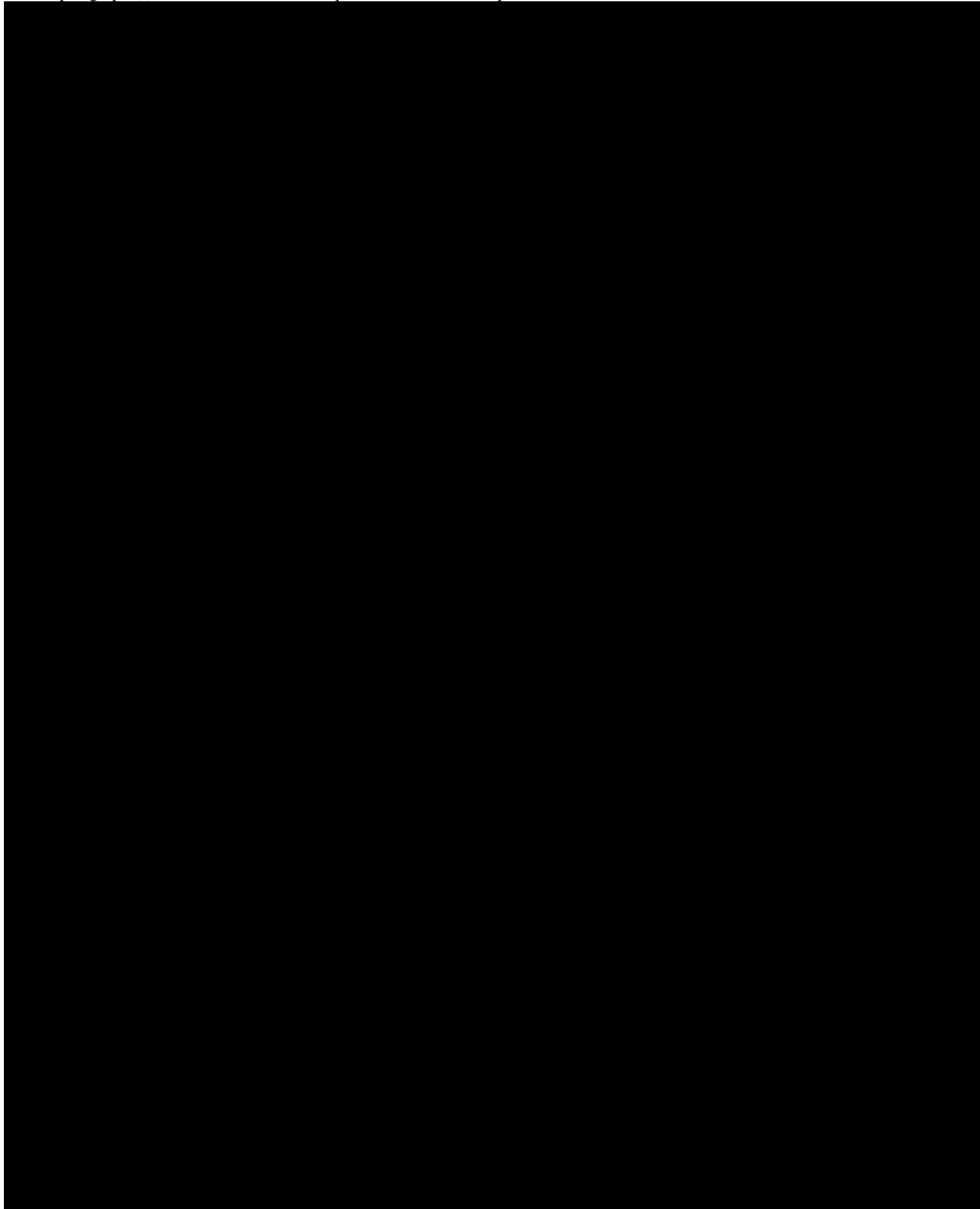
- CLIN 7000 No later than 12 months after the TO Award date.
- CLIN 7200 No later than 24 months after the TO Award date.
- CLIN 9000 No later than 12 months after the TO Award date.
- CLIN 9200 No later than 24 months after the TO Award date.

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

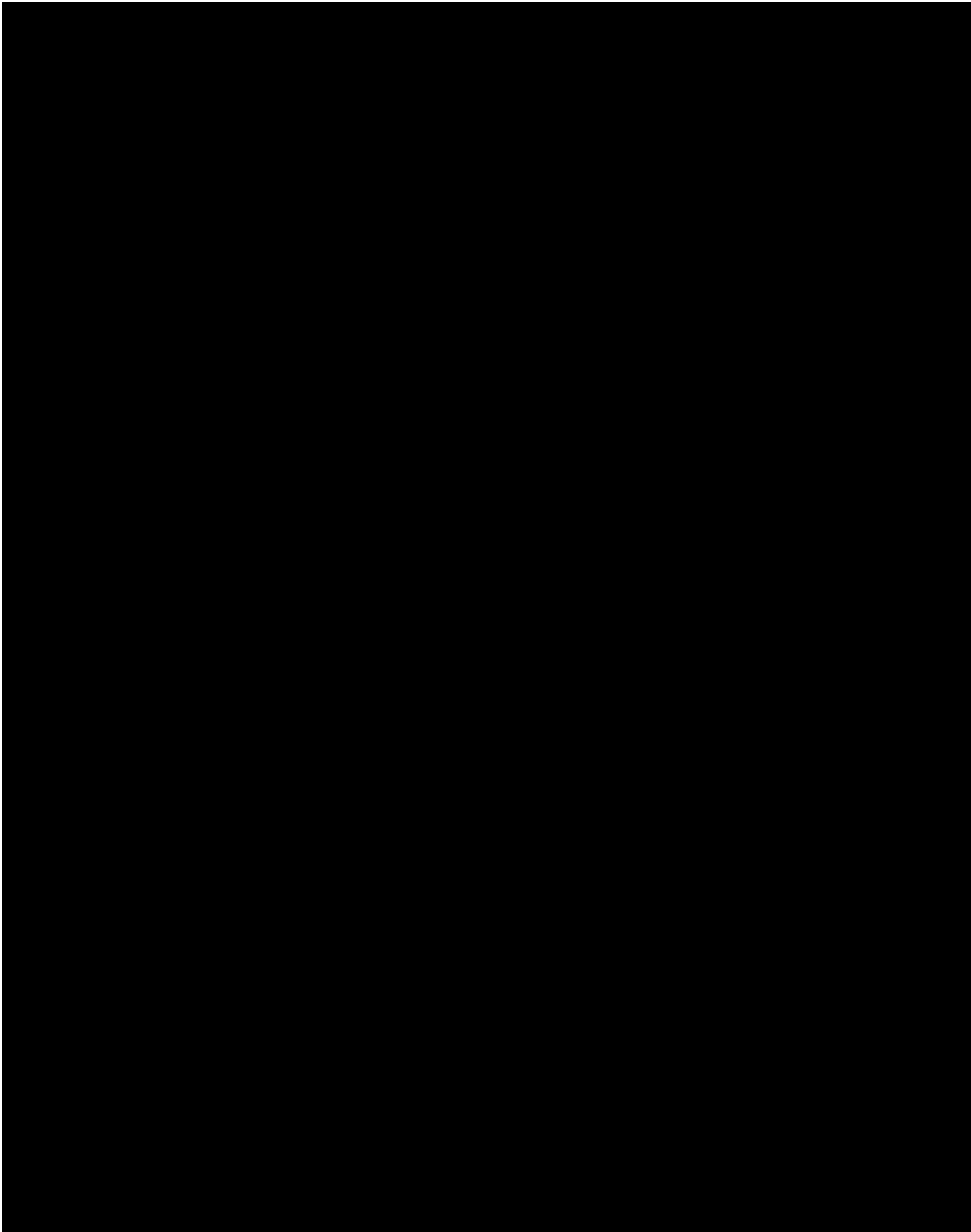
(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph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

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paragraph (a) of the aforementioned requirement have been expended.



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## 252.227-7013 Rights in Technical Data--Noncommercial Items (FEB 2014)

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

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

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

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

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



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

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

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

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

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

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

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(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

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

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

(16) “Unlimited rights” means rights to use, modify, reproduce, perform, 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;

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

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

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

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

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

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

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

(2) *Government purpose rights.*

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

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

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

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

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

(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

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Government shall have limited rights in technical data—

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

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

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

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

(iv) The Contractor acknowledges that—

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in

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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 \_\_\_\_\_

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Expiration Date

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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.

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Contractor Name

---

Contractor Address

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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)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*



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(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.

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

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

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

#### **252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentatio (FEB 2014)**

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

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

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

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

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

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

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

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

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

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

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software or provide instructions for using the software.

(7) “Developed” means that—

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

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

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

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

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

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

(12) “Government purpose rights” means the rights to—

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

(ii) Release or disclose computer software or computer software documentation outside the Government

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and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

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

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

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

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

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

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

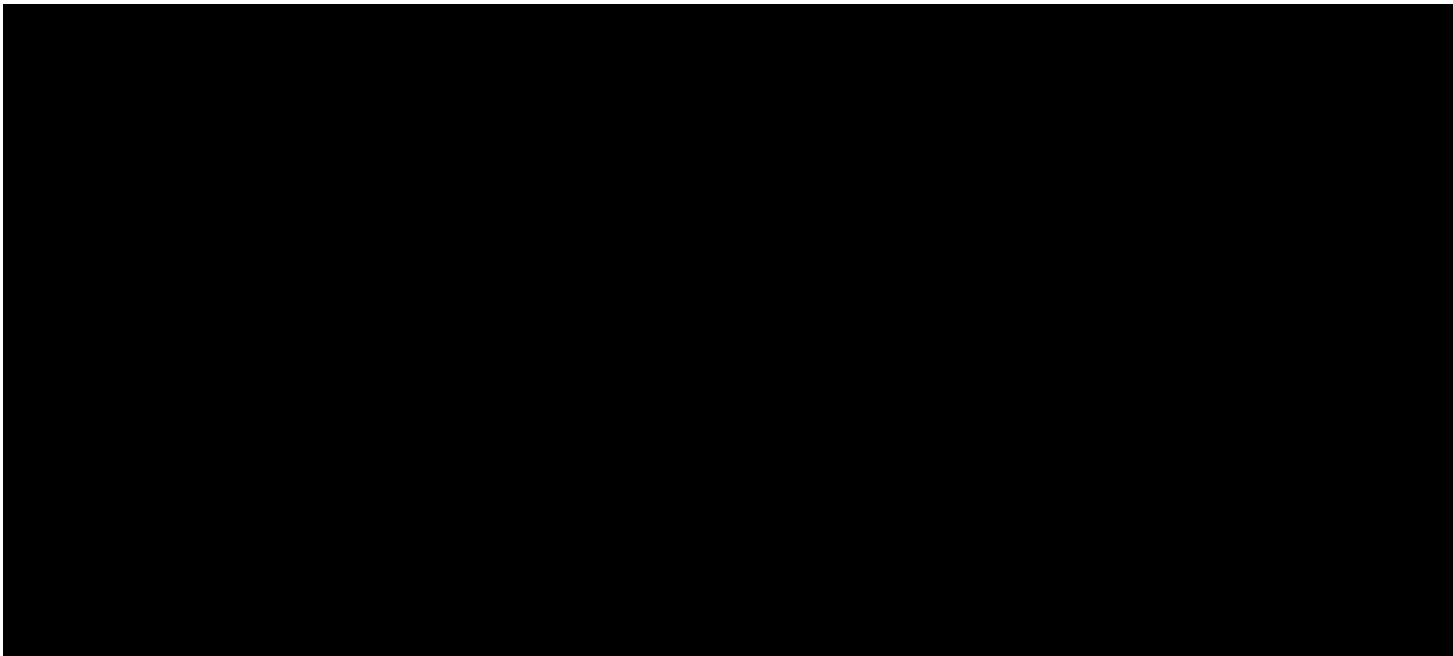
(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

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

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

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



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(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

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

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

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

- (i) Computer software developed exclusively with Government funds;
- (ii) Computer software documentation required to be delivered under this contract;
- (iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;
- (iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or
- (vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

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

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

(2) *Government purpose rights.*

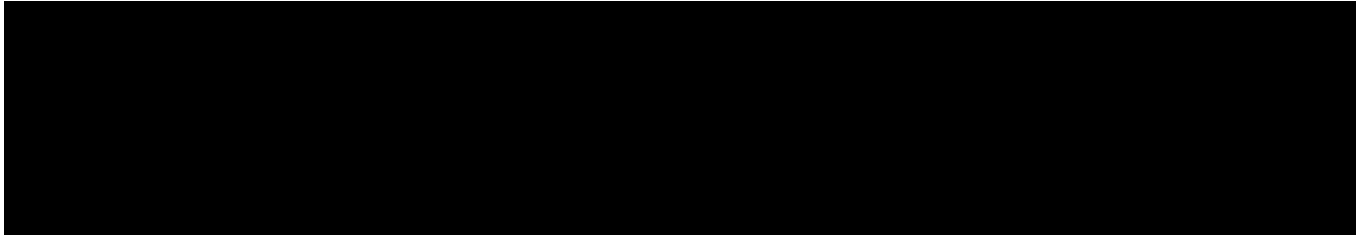
(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights

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in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

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



(3) *Restricted rights.*

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

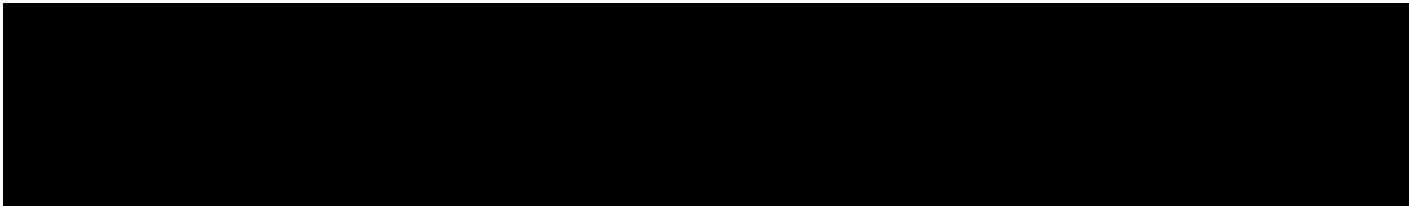
(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software,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

(iii) The Contractor acknowledges that—

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

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

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



(4) *Specifically negotiated license rights.*

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

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

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed

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material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

\_\_\_\_\_

Contractor Name

\_\_\_\_\_

Contractor Address

\_\_\_\_\_

\_\_\_\_\_

Expiration Date

\_\_\_\_\_

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No.

\_\_\_\_\_

Contractor Name

\_\_\_\_\_

Contractor Address

\_\_\_\_\_



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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

(End of clause)

**252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

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(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

Technical Data or

Computer Software

Name of Person

to be Furnished

Basis for

Asserted Rights

Asserting

With Restrictions\*

Assertion\*\*

Category\*\*\*

Restrictions\*\*\*\*

(LIST)\*\*\*\*\*

(LIST)

(LIST)

(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

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\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**52.219-6 -- Notice of Total Small Business Set-Aside.**

(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) *Applicability.* This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).\*

(c) *General.*

(d) *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.

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit 1 - Contract Data Requirements List, DD Form 1423 - 8 pages

Attachment 1 - Wage Determination No.: 2015-4821, Rev 2 dated 12/30/2016

Attachment 2 - Staffing Plan Template - 1 Tab

Attachment 3 - Prime Offeror Cost Summary Format - 5 Tabs

Attachment 4 - Subcontractor Cost Summary Format - 4 Tabs

Attachment 5 - Quality Assurance Surveillance Plan (QASP) - 9 Pages

Attachment 6 - Sample TI 001 - 4 Pages

Attachment 7 - Sample TI 002 - 4 Pages

Attachment 8 - ROM Template - 6 Tabs

Attachment 9 - Level of Effort (LOE) - 1 Page

Attachment 10 - Surge Example - 4 Tabs

Attachment 11 - DD Form 254 DOD Contract Security Classification Specification - 6 Pages