

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-10-D-6086		2. DELIVERY ORDER NO. NW01		3. EFFECTIVE DATE 2014 Dec 04		4. PURCH REQUEST NO. RP000714RC0124G		5. PRIORITY Unrated			
6. ISSUED BY NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego CA 92136-4200			CODE N00244		7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way Chantilly VA 20151			CODE S2404A			
9. CONTRACTOR IDEAMATICS, Inc. 1364 Beverly Road, Suite 101 McLean VA 22101			CODE S265		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS		
							12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL		
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		SMALL DISADVANTAGED		
									WOMEN-OWNED		
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266			CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	

16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.
	PURCHASE	<input type="checkbox"/>	Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

IDEAMATICS, Inc.		David Danner President		20141205	
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE	
				DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:					

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT
	See Schedule				

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA		25. TOTAL	\$313,388.00
	BY: /s/Brian W ODonnell		26. DIFFERENCES	
		12/04/2014	CONTRACTING/ORDERING OFFICER	

27a. QUANTITY IN COLUMN 20 HAS BEEN

<input type="checkbox"/> INSPECTED	<input type="checkbox"/> RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
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b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS
		PARTIAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
		FINAL		

f. TELEPHONE	g. E-MAIL ADDRESS		31. PAYMENT COMPLETE	34. CHECK NUMBER
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				

a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		PARTIAL	35. BILL OF LADING NO.
			FULL	

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

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GENERAL INFORMATION

TASK ORDER GENERAL INFORMATION

This Task Order represents award of solicitation RP000715RC0024G to IDEAMATICS, Inc., effective 4 DEC 2014.

FLCSD Code 220 Contract Negotiator: Joel Judy, Phone: 619-556-6619, Email: joel.judy@navy.mil

Requisition Numbers: RP000715RC0024G, Amendment 03.

Distribution: Brian Morgan (IDEAMATICS); LT Aimee Smith (COR); CDR Teresa Elders (TPOC).

Type of Task Order: Firm-Fixed Price

SECTION G

1. CLINs 8001-8010 have been fully funded.
2. Accounting and Appropriation Data: LLA AA/8100 has been added. See Section G Accounting Data for the full line of accounting for the aforementioned ACRN/CLINs.
3. Clause "SUP 5252.232-9402 Invoicing and Payment (WAWF) Instructions (April 2008)" has been updated to provide info for the fill-ins.
4. Clause "Contractor's Senior Technical Representative (Jun 2011)" has been updated to provide info for the fill-ins.

SECTION H

1. Addition of "Appointment of Contracting Officer's Representative" clause has been added.

SECTION J

1. Section J "Attachment #1 Contract Security Classification Specification" has been updated to provide info for the fill-ins.
2. Quality Assurance Surveillance Plan (QASP) has been added.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		Base Period Labor				\$0.00
8001	R799	Database Report (O&MN,N)	1.0	EA	\$31,338.80	\$31,338.80
8002	R799	Manning Strategy Report (O&MN,N)	1.0	EA	\$31,338.80	\$31,338.80
8003	R799	Resource Recommendations Report (O&MN,N)	1.0	EA	\$31,338.80	\$31,338.80
8004	R799	Position Level Recommendations Report (O&MN,N)	1.0	EA	\$31,338.80	\$31,338.80
8005	R799	Work RequirementsAnalysis Report (O&MN,N)	1.0	EA	\$31,338.80	\$31,338.80
8006	R799	Gap Analysis Report (O&MN,N)	1.0	EA	\$31,338.80	\$31,338.80
8007	R799	Work Efficiency Report (O&MN,N)	1.0	EA	\$31,338.80	\$31,338.80
8008	R799	Labor Alignment Report (O&MN,N)	1.0	EA	\$31,338.80	\$31,338.80
8009	R799	Potential ChangesReport (O&MN,N)	1.0	EA	\$31,338.80	\$31,338.80
8010	R799	Future Year Changes Report (O&MN,N)	1.0	EA	\$31,338.80	\$31,338.80

FSC Code: R799

Zone: 6 (Southwest Zone)

POC:

Joel Judy

Contract Negotiator

NAVSUP Fleet Logistics Center San Diego

619-556-6619, joel.judy@navy.mil

Type of Task Order: Firm-Fixed Price, 100% Set Aside for Small Business Concerns

Previous Contractors: None

Duration: The requirement is for a five month base period.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

Naval Surface Warfare Development Command Manpower Analysis

1.0 BACKGROUND

A new Naval command will be stood up to provide an effective and integrated approach in support of surface and expeditionary combat training readiness requirements in all warfighting domains. This is essential in meeting the operational and functional goals of the United States Navy and the United States Marine Corps. Naval Surface Warfare Development Command (NSWDC) will ultimately raise the tactical acumen of the Navy's fighting forces and link combat readiness to resources thereby raising the Fleets' tactical effectiveness.

To accomplish this, the Chief of Naval Operations (CNO) has directed the establishment of the NSWDC to produce and deliver the most effective tactical training readiness to combatant commanders, while utilizing the most efficient allocation of resources.

The manpower analysis effort supports development and management of metrics for NSWDC. NSWDC requires contractor support services to conduct the manning analysis. The contractor will support NSWDC by independently assessing the current workforce of all commands that make up the future NSWDC and determining how said workforce will support future manning.

2.0 SCOPE

The support services will require the contractor to meet with the leadership and staff of Surface Tactical Development Group (STDG), Naval Mine and Anti-Submarine Warfare Command (NMAWC), Naval Air and Missile Defense Command (NAMDC), and Commander Naval Surface Pacific (CNSP) in order to assess all missions, functions, and tasks of their current work forces. The number of positions at each command are as follows: NMAWC: 350 billets, STDG: 22 billets, NAMDC: 76 billets. These are the number of positions at each command that will be reviewed and is not the number of individuals currently at those commands.

Once the contractor completes billet analysis for each command, the contractor will assess and make recommendations regarding the manning requirements of NSWDC in order to accomplish all necessary missions, functions and tasks. Finally, the contractor will analyze the extent to which the current billets at NMAWC, NAMDC, and STDG are aligned with that of the proposed NSWDC and deliver the proposed optimal final NSWDC billet list including only contributions from NMAWC, NAMDC, and STDG in the realignment actions. This analysis shall include manpower recommendations for future manpower requirements.

3.0 TASK DESCRIPTION

3.1 The contractor shall update any decision support systems and data generated on the contractor's database during the analysis through the period of performance. At the end of the period of performance the data generated will belong to the Government. The software used to

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generate the data will be maintained by the contractor.

3.1.1 Deliverable: The database report that will include the data generated in a database format that will be updated bi-weekly with an interim draft of the database due no later than 90 days from the contract award date.

3.2 The contractor shall assess organizational strategic priorities, gaps, and inefficiencies in work performance and recommend manning strategies of NSWDC. The manning strategy shall significantly focus on the assembly and validation of data from the following databases that are owned by the Government: Presidential Budget Information System (PBIS), Intelligent Workbook (IW), Total Force Manpower Management System (TFMMS), TFMMS Micro Manpower Change Application (TMMCA), Office of Personnel Management (OFM), and Defense Civilian Personnel Data Sys (DCPDS).

3.2.1 Deliverable: The manning strategy report shall be in Word document format that will be updated bi-weekly with an interim draft due no later than 90 days from the contract award date.

3.3 The contractor shall map manpower resources to work requirements and recommend resource requirements for all labor types (military, civilian, and contractor).

3.3.1 Deliverable: The resource recommendations report shall be in Word document format that will be updated bi-weekly with an interim draft of the current recommendations due no later than 90 days from the contract award date and the final projected recommendations due no later than 150 days from the contract award date.

3.4 The contractor shall recommend position level detail on work performed, required skills, experience level, and contribution to the organization's missions, functions, and tasks.

3.4.1 Deliverable: The position level recommendations report shall be in Word document format that will be updated bi-weekly with an interim draft of the current recommendations due no later than 90 days from the contract award date and the final projected recommendations due no later than 150 days from the contract award date.

3.5 The contractor shall analyze work requirements at all levels of the organization, both vertically (by department or business unit) or horizontally (across departments or work centers), to compare work and associated requirements and report these findings.

3.5.1 Deliverable: The work requirements analysis shall be in Word document format that will be updated bi-weekly with an interim draft of the current recommendations due no later than 90 days from the contract award date and the final projected recommendations due no later than 150 days from the contract award date.

3.6 The contractor shall analyze gaps between current capacity and resourcing levels needed for fulfillment of the organizations' missions, functions, and tasks and then provide recommendations. The contractor's recommendations shall provide detailed assessment and manning gap analysis to align with strategic goals and based on an assessment of assigned mission

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priorities for each location.

3.6.1 Deliverable: The gap analysis report shall be in Word document format that will be updated bi-weekly with an interim draft of the current recommendations due no later than 90 days from the contract award date and the final projected recommendations due no later than 150 days from the contract award date.

3.7 The contractor shall recommend opportunities to divest any work that is not fully contributing to the organization's mission priorities. The contractor shall recommend investments in process, policy, structure, and technology to increase manning efficiency in terms of staffing and manpower reallocation.

3.7.1 Deliverable: The work efficiency report shall be in Word document format that will be updated bi-weekly with an interim draft of the current recommendations due no later than 90 days from the contract award date and the final projected recommendations due no later than 150 days from the contract award date.

3.8 The contractor shall assess alignment of labor types to work requirements (military essential, inherently governmental, etc.) and make recommendations concerning the appropriateness of each labor type to the tasking assigned. The contractor shall provide detailed assessment of the distribution of task importance and the impact and return on investment of potential improvements.

3.8.1 Deliverable: The labor alignment report shall be in Word document format that will be updated bi-weekly with an interim draft of the current recommendations due no later than 90 days from the contract award date and the final projected recommendations due no later than 150 days from the contract award date.

3.9 The contractor shall recommend changes in manning and analyze potential consequences associated with changes. The contractor shall identify obstacles to improving manpower efficiency and recommendations to overcome these obstacles.

3.9.1 Deliverable: The potential changes report shall be in Word document format that will be updated bi-weekly with an interim draft of the current recommendations due no later than 90 days from the contract award date and the final projected recommendations due no later than 150 days from the contract award date.

3.10 The contractor shall plan for future year potential changes (mission, budget, political) and identify "what-if" optimal staffing excursions that would require manpower reductions based on emerging or potential anticipated changes to the environment and the resulting impact on the ability to complete the missions, functions and task of the organization at each geographical location.

3.10.1 Deliverable: The future year changes report shall be in Word document format that will be updated bi-weekly with an interim draft of the current recommendations due no later than 90 days from the contract award date and the final projected recommendations due no later than 150 days from the contract award date.

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4.0 DUE DATES

4.1 The contractor shall provide the bi-weekly status of the Manpower Analysis report, in Word document format to include the deliverables 3.1.1 through 3.10.1, initially to COMNAVSURFPAC N40, but ultimately to the NSWDC Command Element after the currently expected command activation of 1 August 2014.

4.2 The contractor shall provide an interim current (FY15) year recommendation in the form of the Manpower Analysis report 90 days after award of contract.

4.3 The contractor shall provide the final assessment to include current (FY 15) and future year recommendations in the final development of the Manpower Analysis report no later than 150 days after awarding of contract. The final report shall be written as an unclassified document.

5.0 PERIOD OF PERFORMANCE

The period of performance shall be 5 months from the date of contract award.

6.0 PLACE OF PERFORMANCE

The place of performance is Point Loma San Diego, CA; Dalgren, VA; and Little Creek VA.

7.0 SECURITY CLEARANCE

Secret security clearance is required for all contractor personnel.

8.0 NON-PERSONAL SERVICES STATEMENT

Contractor employees performing services under this effort shall be controlled, directed and supervised by management personnel of the contractor. Contractor management shall ensure that employees properly comply with the performance work standards as outlined in the Performance Work Statement. Contractor employees shall perform their duties independent of and without the supervision of any Government official or other contractor. Tasks, duties and responsibilities set forth in the Performance Work Statement may not be interpreted or implemented in any manner that results in any contractor employees creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

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SECTION D PACKAGING AND MARKING

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

1.0 GENERAL.

There are no packaging or marking requirements for the services to be provided in response to the Task Order unless otherwise indicated by the Contracting Officer Representative (COR). All requirements for packaging and marking of documents associated with these services shall be packaged, packed and marked in accordance with Section D of the MAC contract.

2.0 DATA PACKAGE LANGUAGE

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

2.2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Programming Operating Manual (NISPOM), DoD 5220.22-M dated January 1995.

3.0 MARKING OF REPORTS

3.1 All reports delivered by the Contractor to the Government under this Task Order shall prominently show on the cover of the report the following information:

- 3.1.1 Name and business address of the Contractor
- 3.1.2 Contract Number
- 3.1.3 Task Order Number
- 3.1.4 Sponsoring Activity

IAW SUBPART 5237.2—ADVISORY AND ASSISTANCE SERVICES

5237.203-90 (FAR 37.203) Policy.

Marking of contractor reports. All reports required under contracts for individual experts and consultants; studies, analyses, and evaluations; and management and professional support services should prominently show on the cover of the report:

- (a) Name and business address of the contractor.
- (b) Contract number.
- (c) Contract dollar amount.
- (d) Whether the contract was competitively or non-competitively awarded.
- (e) Name of individual sponsor. The sponsor should be an individual from the requiring activity at the Program Manager or comparable level.

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(f) Name and address of requiring activity.

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SECTION E INSPECTION AND ACCEPTANCE

52.246-4 Inspection of Services-Fixed-Price (August 1996)

52.247-34 F.O.B. Destination (Nov 1991)

252.246-7000 Material and Inspection Receiving Report (Mar 2008)

SECTION F DELIVERABLES OR PERFORMANCE

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

8001	12/4/2014 - 5/3/2015
8002	12/4/2014 - 5/3/2015
8003	12/4/2014 - 5/3/2015
8004	12/4/2014 - 5/3/2015
8005	12/4/2014 - 5/3/2015
8006	12/4/2014 - 5/3/2015
8007	12/4/2014 - 5/3/2015
8008	12/4/2014 - 5/3/2015
8009	12/4/2014 - 5/3/2015
8010	12/4/2014 - 5/3/2015

CLIN - DELIVERIES OR PERFORMANCE

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

8000	12/4/2014 - 5/3/2015
8001	12/4/2014 - 5/3/2015
8002	12/4/2014 - 5/3/2015
8003	12/4/2014 - 5/3/2015
8004	12/4/2014 - 5/3/2015
8005	12/4/2014 - 5/3/2015
8006	12/4/2014 - 5/3/2015
8007	12/4/2014 - 5/3/2015
8008	12/4/2014 - 5/3/2015
8009	12/4/2014 - 5/3/2015
8010	12/4/2014 - 5/3/2015

Services to be performed hereunder will be provided at Naval Surface Warfare Development Command, San Diego, CA.

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SECTION G CONTRACT ADMINISTRATION DATA

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

2 in 1

(Contracting Officer: Insert applicable document type(s).

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following

inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Government

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

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

Routing Data Table*

Pay Official DoDAAC	HQ0337
Issue by DoDAAC	N00244
Admin DoDAAC	S2404A
Inspect By DoDAAC	N53824
Service Approver DoDAAC	N53824
Service Acceptor DoDAAC	N53824
DCAA Auditor DoDAAC	HAA721

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Jose Anda

jose.anda@navy.mil

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

See above

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

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(End of clause)

N00244G109 CONTRACT ADMINISTRATION FUNCTIONS (MAR 1996) (FLCSD)

In addition to the Contract Administration functions authorized by FAR 42.302, the Administrative Contracting Officer (ACO) at

[] is authorized to perform the following administrative functions as checked below:

[] Negotiate or negotiate and execute supplemental agreements incorporating contractor proposals resulting from change orders issued under the Changes clause. Before completing negotiations, coordinate any delivery schedule change with the Principal Contracting Officer (PCO).

[] Negotiate prices and execute priced exhibits for unpriced orders issued by the PCO under basic ordering agreements.

[] Negotiate or negotiate and execute supplemental agreements changing contract delivery schedules.

[] Negotiate or negotiate and execute supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements.

[] Issue amended shipping instructions and, when necessary, negotiate and execute supplemental agreements incorporating contractor proposals resulting from these instructions.

[] Negotiate changes to interim billing prices.

[] Negotiate and definitize adjustments to contract prices resulting from exercise of the Economic Price Adjustment Clause.

[] Execute supplemental agreements on firm-fixed price supply contracts to reduce required contract line item quantities and deobligate excess funds when notified by the contractor of an inconsequential delivery shortage, and it is determined that such action is in the best interests of the Government, notwithstanding the default provisions of the contract. Such action will be taken only upon the written request of the contractor and, in no event shall the total downward contract price adjustment resulting from an inconsequential delivery shortage exceed \$250.00 or 5 percent of the contract price, whichever is less.

[] Execute supplemental agreements to permit a change in place of inspection at origin specified in firm fixed-price supply contracts awarded to nonmanufacturers, as deemed necessary to protect the Government's interests.

[] Prepare evaluations of contractor performance in accordance with subpart 42.15.

Any additional contract administration functions not listed in 42.302(a) and (b), or not otherwise delegated, remain the responsibility of the contracting office.

G24 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

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CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2011)

(a) Functions: The Contracting Officer for this contract is identified on the basic contract. Only the Contracting Officer can change the basic contract, and the Contracting Officer maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Contracting Officer of the Fleet Logistics Center, San Diego, CA. Unless otherwise noted, all references to "Contracting Officer" in the text of this task order and the basic contract refer to the Task Order Contracting Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: 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. The Contractor shall not comply with any order, direction or request of Government personnel – that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Contracting Officer is:

Name: Joel Judy

Phone: 619-556-6619 Fax: 619-556-9778

Email: joel.judy@navy.mil

(d) Ombudsman for the Fleet Logistics Center, San Diego CA is:

Name: Gary Thomas

Phone: 619-556-5109

Email: gary.p.thomas@navy.mil

CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (JUN 2011)

The contractor's senior technical representative, point of contact for performance under this task order is:

Name: Brian Morgan

Title: Project Manager

Mailing Address: 1364 Beverly Road, Suite 101, McClean, VA 22101

Telephone: 703-903-4972

Email: bkmorgan@ideamatics.net

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)

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

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Accounting Data

SLINID	PR Number	Amount
8001	RP000715RC0024G	31338.80
LLA :		
AA 1751804 70BD 252 53824 S 060957 2D C0024G P00075NU000Q		
8002	RP000715RC0024G	31338.80
LLA :		
AA 1751804 70BD 252 53824 S 060957 2D C0024G P00075NU000Q		
8003	RP000715RC0024G	31338.80
LLA :		
AA 1751804 70BD 252 53824 S 060957 2D C0024G P00075NU000Q		
8004	RP000715RC0024G	31338.80
LLA :		
AA 1751804 70BD 252 53824 S 060957 2D C0024G P00075NU000Q		
8005	RP000715RC0024G	31338.80
LLA :		
AA 1751804 70BD 252 53824 S 060957 2D C0024G P00075NU000Q		
8006	RP000715RC0024G	31338.80
LLA :		
AA 1751804 70BD 252 53824 S 060957 2D C0024G P00075NU000Q		
8007	RP000715RC0024G	31338.80
LLA :		
AA 1751804 70BD 252 53824 S 060957 2D C0024G P00075NU000Q		
8008	RP000715RC0024G	31338.80
LLA :		
AA 1751804 70BD 252 53824 S 060957 2D C0024G P00075NU000Q		
8009	RP000715RC0024G	31338.80
LLA :		
AA 1751804 70BD 252 53824 S 060957 2D C0024G P00075NU000Q		
8010	RP000715RC0024G	31338.80
LLA :		
AA 1751804 70BD 252 53824 S 060957 2D C0024G P00075NU000Q		

BASE Funding 313388.00
Cumulative Funding 313388.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

ORGANIZATIONAL CONFLICT OF INTEREST

A. INTRODUCTION

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The contract requires the contractor, herein defined, to provide manpower analysis support services to Naval Surface Warfare Development Command (NSWDC), an activity end-user. The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this contract are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this contract will not be improperly exploited to affect competition or released in contravention of the Trades Secret Act or the Privacy-Act.

B. Definitions

(1) "Contractor" means the firm awarded this contract or task order and shall include any affiliate, employee, agent, subcontractor (at any tier), officer, subsidiary or parent contractor.

(2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement.

(3) "Interest" means organizational or financial interest;

(4) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and

(5) "Contracting Officer" is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

B. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this contract, the contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation requiring it to provide products/services to be evaluated under this contract. By submitting a proposal in response to this contract, the contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to listed program business sensitive information, budgetary information, or technical documentation may give it an unfair [e.g. the independent cost estimate] advantage in

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developing a competitive proposal for that solicitation, or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the contractor is otherwise not considered objective or impartial. [In no event may the contractor refuse to provide services/support in accordance with contract terms because of a potential or actual organizational conflict of interest that could affect future competitive acquisitions.]

C. PROSPECTIVE RESTRICTIONS ON CONTRACTING:

The Contractor, as broadly defined above, agrees that until such time as the current contract is completed plus two years (2), neither it nor its affiliates shall: a) propose in response to any requirements arising out of this contract; b) create for themselves an interest in any contract related to or resulting from the current consulting contract (other than a follow-on contract expressly and directly related to the deliverables provided under this effort); or, c) consult or discuss with any potential offeror any aspects of work under the contract.

The contractor, as broadly defined herein, is prohibited from disclosing Government human resources or budgetary information obtained in performance of its manpower analysis of NSWDC to any party, whether Government or contractor, outside of NSWDC, without the express and written authority of the Contracting Officer.

D. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract unless expressly, and in writing, authorized to do so by the Contracting Officer (not the COR).

Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act.

While this effort does not require the contractor to access third-party business sensitive, trade-secret, or other proprietary information, the contractor is advised to notify the COR immediately if its review of the data base set forth in the PWS does in fact include business or technical information provided by a third-party contractor. In order to access such information, the contractor must enter into an agreement with that third-party and maintain that information as a trade secret. So, until that agreement is in place, the contractor CANNOT access, review, record, or otherwise manipulate that data.

If no agreement is reached (copy to be furnished to the contracting officer), the Contractor shall cease and desist any further actions resulting in accessing third party trade-secret information and contact the Contracting Officer for further guidance. If Contractor will access third-party procurement sensitive or trade-secret information, it shall require its "affiliates" as defined herein to execute a document defining any financial holdings. If an affiliate has in fact a financial conflict

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of interest (i.e. holds an interest in any such third party and/or a competitor to that third party), the contractor shall replace that affiliate or employee in accordance with contract terms and conditions, as set forth herein. Contractor shall report such action to the Contracting Officer. Under no circumstances shall any such data be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer.

E. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default. Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

NOTE: All restrictions, as others set forth herein, shall survive contract performance, inclusive of options plus two years. As indicated in the definition of contractors, these terms and conditions shall be binding at all tiers – to include subcontractors, who shall agree in writing to these terms and conditions in their respective subcontracts.

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

Name: LT Aimee Smith

Code: CNSP, N40

Mailing Address: 2841 Rendova Road

San Diego, CA 92155

Telephone: 619-437-2058

Email: aimee.smith@navy.mil

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

Name:

Code:

Mailing Address:

Telephone:

Email:

(c) The COR will act as the Contracting Officer's representative for technical matters, providing

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technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

NAVSUP 5252.203-9400 PERSONAL CONFLICTS OF INTEREST (DEC 2009)

(a) Definitions.

As used in this clause:

Covered employee means an individual who-

(1) Is an employee of the contractor or subcontractor, consultant, a partner or a sole proprietor, or any other individual, who performs mentor/advisor functions under the contract. Non-public Government information means any information that a covered employee gains by reason of work under the Contract and that the covered employee knows or reasonably should know, has not been made public. It includes, but is not limited to, information that –

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and is not authorized by the agency to be made available to the public. Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract.

(1) Among the sources of personal conflicts of interest are-

(i) Financial interest of the covered employee, of close family members, or other members of the household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) Financial interests may arise from-

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service

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arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights and other intellectual property interests; or

(viii) Business ownership, investment interests or membership on a board of directors.

(b) Requirements. The Contractor shall --

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest including --

(i) Obtaining and maintaining a financial disclosure statement from each covered employee when the employee is initially assigned to the task under the contract;

(ii) Ensuring that disclosure statements are updated by the covered employees at least on an annual basis; and

(iii) Requiring each covered employee to update the disclosure statement whenever a new personnel conflict of interest occurs.

(2) For each covered employee --

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract if the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public Government information for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public Government information.

(3) Inform covered employees of their obligation --

(i) To disclose changes in personal or financial circumstances and prevent personal conflicts of interest;

(ii) Not to use non-public Government information for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal-conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this section; and

(6) Report to the Contracting Officer any apparent personal conflicts-of interest violation by a covered employee as soon as identified. This report shall include a description of the apparent violation and the actions taken by the Contractor in response to the apparent violation. Personal conflict-of-interest violations include --

(i) Failure by a covered employee to disclose a personal conflict of interest; and

(ii) Use by a covered employee of non-public Government information for personal gain.

(c) Mitigation or Waiver. (1) In circumstances when the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b) (2) (i) of this clause, the Contractor

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may submit a request to the Contracting Officer to--

- (i) Agree to a plan to mitigate the personal conflict of interest; or
 - (ii) Waive the requirement.
- (2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest. (3) Inform covered employees of their obligation –
- (i) To disclose changes in personal or financial circumstances and prevent personal conflicts of interest;
 - (ii) Not to use non-public Government information for personal gain; and
 - (iii) To avoid even the appearance of personal conflicts of interest;
- (4) Maintain effective oversight to verify compliance with personal-conflict of-interest safeguards;
- (5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this section; and
- (6) Report to the Contracting Officer any apparent personal conflicts-of interest violation by a covered employee as soon as identified. This report shall include a description of the apparent violation and the actions taken by the Contractor in response to the apparent violation. Personal conflict-of-interest violations include --
- (i) Failure by a covered employee to disclose a personal conflict of interest; and
 - (ii) Use by a covered employee of non-public Government information for personal gain.
- (c) Mitigation or Waiver. (1) In circumstances when the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b) (2) (i) of this clause, the Contractor may submit a request to the Contracting Officer to--
- (i) Agree to a plan to mitigate the personal conflict of interest; or
 - (ii) Waive the requirement.
- (2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
- (3) The contractor shall—
- (i) Comply, and require compliance by the covered employee, with any conditions imposed by Government as necessary to mitigate the personal conflict of interest; or
 - (ii) Remove the contractor employee from performance of the contract or terminate the applicable subcontract.
- (d) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b), (c) (3), or (e) of this clause may render the Contractor subject to--
- (1) Suspension of contract payments;
 - (2) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (3) Termination of the contract for default or cause, in accordance with the termination clause of this contract;
 - (4) Disqualification of the Contractor from subsequent related contractual efforts; or
 - (5) Suspension or debarment.
- (e) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts that include requirements for mentor/advisor services.

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NAVSUP 5252.203-9401 NOTIFICATION OF USE OF FORMER/RETIRED MILITARY AND/OR SENIOR EXECUTIVE SERVICE PERSONNEL (Dec 2009)

If the contractor intends to use the services of a former or retired Flag or General Officer, or former or retired member of the Senior Executive Service in the performance of this contract and/or any task order issued under this contract, the contractor shall notify the contracting officer of the name of such individual including a description of the services such individual will be performing, the military branch from which individual retired or separated, and their rank or SES position at time of separation. Such notification shall be provided in writing prior to performance of services under the contract and/or task order by such individual.

NAVSUP 5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992)

(a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The offeror agrees that:

*during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

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

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

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

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

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the

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contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

NAVSUP 5252.242-9402 TECHNICAL DIRECTION (FEB 1999)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Technical Point of Contact (TPOC).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

(1) Date of TDL;

(2) Contract and TDL number;

(3) Reference to the relevant section or item in the statement of work;

(4) Signature of TPOC;

(5) A copy shall be sent to the Contracting Officer for review.

(c) Each TDL issued hereunder are subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When, in the opinion of the contractor, a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the TPOC and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the TPOC only in emergency circumstances, and provided that any oral technical direction is reduced to writing by the TPOC within two (2) working days of its issuance.

(f) Amendment to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the TPOC in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

N00244H001 TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS (MAY 2004) (FLCSD)

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of

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the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

--Each contractor employee will have a favorably completed National Agency Check (NAC).

--If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.

--If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

--In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

- (a) Foreign National is employed by DOD, or
- (b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or
- (c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website <http://www.dss.mil/epsq/index.htm>. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination.

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The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

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SECTION I CONTRACT CLAUSES

Note: The following clauses are incorporated by reference in this Task Order; however, all applicable clauses incorporated by reference in the basic MAC contract also apply.

CLAUSES INCORPORATED BY REFERENCE

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTS AWARDS (JUL 2010)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING (SEP 2006)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

para (a) fill-in: Fleet Logistics Center San Diego

para (b) fill-in: Fleet Logistics Center San Diego

para (b) fill-in: Task Order Number TBD

para (b) fill-in: ACO (DCMA Office) designated on page 1 of the Task Order

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

CLAUSES INCORPORATED BY FULL TEXT

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available by the Contracting Officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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52.237-3 CONTINUITY OF SERVICES (Jan 1991)

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

(1) Furnish phase-in training; and

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

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

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

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

(End of clause)

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,

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installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

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

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

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

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

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

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

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

(ii) Under fixed-price contracts, when total costs are greater than the

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firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

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

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

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

(12) “Government purpose” means any activity in which the United States

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

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

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

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

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

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(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;

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) *Government purpose rights.*

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

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

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

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that

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required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

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

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

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

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

(3) *Limited rights.*

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

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

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

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

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to

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promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

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

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

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

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

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

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

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce,

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release, perform, display, or disclose the data have expired or no longer apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____
 Printed Name and Title _____

 Signature _____

(End of identification and assertion)

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

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose

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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

Expiration Date

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

(End of legend)

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

LIMITED RIGHTS

Contract No.

Contractor Name

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Contractor Address

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive

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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

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to the Government; and

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

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

(End of clause)

NAVSUP 5252.242-9404 REPORTING REQUIREMENTS (JAN 1992)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer,

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Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

NAVSUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

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

(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 contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address of the Contracting Officer is: Brian O'Donnell, FLCSD San Diego Code 220, 3985 Cummings Road, Building 116, San Diego CA 92136.

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SECTION J LIST OF ATTACHMENTS

1. DD254 Contract Security Classification Specification
2. Quality Assurance Surveillance Plan (QASP)