

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 06	3. EFFECTIVE DATE 22-Aug-2011	4. REQUISITION/PURCHASE REQ. NO. N00174-11-PR-1564	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, INDIAN HEAD DIVISION 4072 North Jackson Road, Suite 132 Indian Head MD 20640-5115 Christy.Mitchell@navy.mil 301-744-6637	CODE N00174	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) GVI, Inc. 4615 Pleasant Ave Ste B Norfolk VA 23518-1902	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-10-D-6066-FG01
	10B. DATED (SEE ITEM 13) 14-Apr-2011
CAGE CODE 1NPX3	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Renee M Brown, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Renee M Brown (Signature of Contracting Officer)	22-Aug-2011

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to provide incremental funding to the Base Year Labor, CLIN 4000 and Base Year ODC, CLIN 6000 and correct an error in the line of accounting on SLIN 400006. Accordingly, said Task Order is modified as follows:

1. The line of Accounting is changed to read:

The Line of Accounting information is hereby changed as follows:

400006:

From: AF 1711804 8D3D 253 MW408 0 2D 000000 A00000748513

To: AF 1711804 8D3D 253 MW408 0 050120 2D 000000 A00000748513

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400018	TBD	0.00	[REDACTED]	[REDACTED]
400019	TBD	0.00	[REDACTED]	[REDACTED]
400020	TBD	0.00	[REDACTED]	[REDACTED]
400021	TBD	0.00	[REDACTED]	[REDACTED]
400022	TBD	0.00	[REDACTED]	[REDACTED]
400023	TBD	0.00	[REDACTED]	[REDACTED]
400024	TBD	0.00	[REDACTED]	[REDACTED]
400025	TBD	0.00	[REDACTED]	[REDACTED]
400026	TBD	0.00	[REDACTED]	[REDACTED]
600009	TBD	0.00	[REDACTED]	[REDACTED]
600010	TBD	0.00	[REDACTED]	[REDACTED]

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

2. See Section G for Accounting and Appropriation Data
3. See Section H for updated Allotment of Funds by CLIN. Modification 05 showed an error in the Allotment of Funds clause. It is now showing the correct dollar amounts in this modification.
4. All other terms and conditions remain unchanged.
5. For additional information regarding this task order, please contact Christy Mitchell, C13K at (301) 744-6637 or by email Christy.Mitchell@navy.mil

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4000	Base Year Labor - Supply Chain Management and Logistics Support in accordance with the attached PWS. (TBD)	1.0 LO	[REDACTED]	[REDACTED]
400001	REQUISITION 11031165: Base Year Labor (TBD)			
400002	REQUISITION 11253217: Base Year Labor (TBD)			
400003	REQUISITION 11253219: Base Year Labor (TBD)			
400004	REQUISITION 11817917: Base Year Labor (TBD)			
400005	REQUISITION 11807861: Base Year Labor (TBD)			
400006	REQUISITION 12001404: Base Year Labor (TBD)			
400007	REQUISITION 12001408: Base Year Labor (TBD)			
400008	REQUISITION 12001410: Base Year Labor (TBD)			
400009	REQUISITION 12001412: Base Year Labor (TBD)			
400010	REQUISITION 12001413: Base Year Labor (TBD)			
400011	REQUISITION 12001414: Base Year Labor (TBD)			
400012	REQUISITION 12001415: Base			

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Year Labor (TBD)

400013 REQUISITION
12082233: Base
Year Labor (TBD)

400014 REQUISITION
12092552: Base
Year Labor (TBD)

400015 REQUISITION
12092554: Base
Year Labor (TBD)

400016 REQUISITION
12102619: Base
Year Labor (TBD)

400017 REQUISITION
12102620: Base
Year Labor (TBD)

400018 REQUISITION
12153158: Base
Year Labor (TBD)

400019 REQUISITION
12153132: Base
Year Labor (TBD)

400020 REQUISITION
12153133: Base
Year Labor (TBD)

400021 REQUISITION
12153135: Base
Year Labor (TBD)

400022 REQUISITION
12153136: Base
Year Labor (TBD)

400023 REQUISITION
12153140: Base
Year Labor (TBD)

400024 REQUISITION
12153141: Base
Year Labor (TBD)

400025 REQUISITION
12153161: Base
Year Labor (TBD)

400026 REQUISITION
12163220: Base
Year Labor (TBD)

4001 Option Year I
Labor - Supply
Chain Management
and Logistics
Support in
accordance with

1.0 LO



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the attached PWS.
(TBD)
Option

4002	Option Year II Labor - Supply Chain Management and Logistics Support in accordance with the attached PWS. (TBD) Option	1.0 LO	[REDACTED]	[REDACTED]	[REDACTED]
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4003	Option Year III Labor - Supply Chain Management and Logistics Support in accordance with the attached PWS. (TBD) Option	1.0 LO	[REDACTED]	[REDACTED]	[REDACTED]
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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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6000	Base Year ODC's - In accordance with the attached PWS. All travel shall be preapproved by the Task Order Manager/Contracti ng Officer's Representative. Reimbursement will be made in accordance with the Joint Travel Regulations (JTR). (Combined Total NTE \$985,303) (TBD)	1.0 LO	[REDACTED]
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600001 REQUISITION
11817918: Base
Year ODC (TBD)

600002 REQUISITION
11817919: Base
Year ODC (TBD)

600003 REQUISITION
12001418: Base
Year ODC (TBD)

600004 REQUISITION
12001422: Base
Year ODC (TBD)

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6003 Option Year III . 1.0 LO \$1,722,650.00
 ODC's - In
 accordance with
 the attached PWS.
 All travel shall
 be preapproved by
 the Task Order
 Manager/Contracti
 ng Officer's
 Representative.
 Reimbursement
 will be made in
 accordance with
 the Joint Travel
 Regulations
 (JTR). (Combined
 Total NTE
 \$1,715,619) (TBD)
 Option

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	Option Year IV Labor - Supply Chain Management and Logistics Support in accordance with the attached PWS. (TBD) Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	Option Year IV ODC's - In accordance with the attached PWS. All travel shall be preapproved by the Task Order Manager/Contracti ng Officer's Representative. Reimbursement will be made in accordance with the Joint Travel Regulations (JTR). (Combined Total NTE \$1,973,635) (TBD) Option	1.0	LO	[REDACTED]

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CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The COR for this task order is:

Name: Pat Downey

Address: Naval EOD Technology Division, 2008 Stump Neck Road, Indian Head, MD 20640

Phone: 301-744-5718

Email: patricia.downey@navy.mil

(c) The COR will act as the Contracting Officer's representative for technical matters, providing 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 (ACO) and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)
FOR CODE 505
SUPPLY CHAIN MANAGEMENT AND LOGISTICS SUPPORT

Prepared by:

Naval Explosive Ordnance Disposal Technology Division
(NAVEODTECHDIV), Code 505

At

2008 Stump Neck Road
Indian Head, Maryland 20640

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Table 8-0. Deliverables

Table 11-0. Travel Requirements

1.0 Scope

The Logistics Manager at the Naval Explosive Ordnance Disposal Technology Division (NAVEODTECHDIV), Indian Head, Maryland, Code 505 requires logistics support services for systems and equipment. This logistics support consists primarily of supply chain management services utilizing the NAVEODTECHDIV Catalog Ordering Logistics Tracking System (COLTS), acquisition logistics support services, life cycle management and disposition of Explosive Ordnance Disposal (EOD) systems, equipment, and tool sets.

This contract addresses NAVEODTECHDIV, Code 505 requirements for logistics, analytical, and technical disciplines and skills to establish and maintain long term operations, maintenance and material support for warfighting capabilities, as well as the capability to modernize or introduce transformational technologies into those capabilities.

The core hours for on-site services at NAVEODTECHDIV are between 0700 and 1630 Monday through Friday, except for Federal holidays. All areas shall maintain at least minimum coverage during this period.

The Contractor shall develop and submit a Warehouse Management Plan to ensure that the performance of various duties associated with receiving, shipping, storing or issuing materials within a warehouse are being done in accordance with existing business models and practices and procedures. This Plan will address the management of space and capacity.

The Contractor shall provide personnel with experience to support the EOD Systems Division, Code 505 in the following areas:

- Program/project management
- Knowledge of Joint Service Explosive Ordnance Disposal (JSEOD) business models, equipment repair, kitting and integration processes
- Support of JSEOD systems and tool sets
- Operational supply chain management and logistics support utilizing COLTS

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- Process NAVEODTECHDIV documentation
- NAVEODTECHDIV system/project related correspondence
- Configuration Management (CM)
- Logistics analysis
- Product and report development, and data collection using COLTS
- Electronic equipment integration and maintenance
- Associated administrative tasks
- Manage warehouse and maintenance functions, including shipping and receiving
- Operate and maintain warehouse equipment (forklift, scale and shrink wrap equipment)
- Maintain all safety standards

This support will assist in the development and improvement of NAVEODTECHDIV systems that are utilized by Joint Service military personnel, as well as support of existing legacy programs and acquisition programs and projects.

The services provided by the Contractor shall include:

- a. Program Management
- b. Supply Chain Management Services
- c. COLTS Implementation, Training and Management
- d. COLTS Hardware, Software and Application Infrastructure Procurement, Maintenance and Management Support
- e. Logistics Technical Support
- f. Radio-Frequency Identification (RFID) Management and Maintenance
- g. Management of Warehouse, Shipping and Receiving Functions
- h. Item Unique Identification (IUID) Support

2.0 Program Management

The Contractor shall perform program management covering the planning, execution and control of effort necessary to accomplish the tasks as set forth in this Performance Work Statement (PWS). The Contractor shall appoint an on-site Program Manager charged with the daily supervision and management of the contract employees and services. The Program Manager shall be on-site eight (8) hours a day within the hours of 0700 to 1630 Monday through Friday, except for on Federal holidays.

The Contractor shall submit a monthly Contractor's Progress, Status and Management Report identifying:

- The progress of work, status of the program;
- Deliverables submitted and the name of the recipient Government representative;
- Assigned tasks, and information on existing or potential problem areas;
- Trip reports for travel taken by logistics Contractor personnel;
- Cost performance metrics that compare estimated cost versus incurred cost for the work performed during the period;
- RFID/IUID Hardware and Software Availability.

The report shall be all inclusive to include sub-contractors and the Government Furnished Equipment (GFE) reporting for the status of COLTS server status and network connectivity as outlined in section 4.1.2.

The Contractor shall submit a Funding Expenditure and Management Report quarterly that encompasses the following:

- Hardware
- Software

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Consumables

Labor

2.1.1 Quality Program

The Contractor shall organize and staff this contract to ensure that acquisition and life cycle support requirements of this PWS are met. Management support ensures technical products accurately reflect system configurations, meets schedule requirements, and assures that material requests are processed and responded to in accordance with (IAW) the urgency of the request requirement.

To ensure these services satisfy cusCORer expectations for technical performance and schedule, the Contractor shall implement and maintain a Quality Program consistent with the ISO 9001:2000 series. ANSI/ISO/ASQ Q9001-2000 is recommended to be used as a guide, though similar approaches to implementing a quality program are not prohibited. In the Quality Program Plan (QPP), the Contractor shall show how quality principles are to be applied in the performance of the requirements of this PWS and shall integrate fundamental management techniques, quantitative methods and human resources under a disciplined approach focused on continuous improvement. The Contractor shall develop a QPP describing the systematic management approach to staffing and performing typical tasks described in this PWS. The QPP shall include the identification of workflow processes to be used for task execution, the specific role of personnel in work planning and accomplishment, as well as technical tools to be used for process control and continuous improvement.

2.1.2 Program Reviews

The Contractor shall conduct a contract orientation meeting with the Government within 45 days of contract award. The Government and Contractor shall agree upon a date, location and the format of the orientation briefing upon contract award.

The Contractor shall conduct quarterly project management reviews for the purpose of providing a forum for the formal exchange of information relating to the contract/project and to review the effectiveness of the Quality Program and conformance to quality principles throughout all areas of contract performance. Special reviews shall be scheduled at any time the Contractor and/or Contracting Officer's Representative (COR) determine that a risk exists as a result of technical, schedule, quality or cost problems. Dates and locations of such meetings shall be determined by mutual agreement between the Contractor and the COR.

3.0 Supply Chain Management Services

The Contractor shall conduct the JSEOD In-Service Engineering (ISE) Material Support (ISE-MS) effort, primarily located in Building(s) 2015, 2128, 2172 and 2195, NAVEODTECHDIV, Stump Neck Annex, Indian Head, Maryland. The Contractor shall provide material support for all NAVEODTECHDIV fielded and in-service systems for facilities, activities and units which support the worldwide EOD mission, and for International Programs and related special project tasks.

3.1 Supply Support Management Services

The Contractor shall provide the following Supply Support Management services in accordance with NAVSUP PUB 485 and NAVEODTECHDIV policies:

- a. Maintain auCORated stock records for spares, repair parts, test equipment and other assets assigned to worldwide fielded units, activities and shore sites.
- b. Replenish all stock to levels specified by site allowance listings.
- c. Prepare and track requisitions for replenishment of assets.
- d. Track consumption of assets and adjust site inventory levels.
- e. Track serial numbered repairables processed for warranty, carcass and disposition tracking.
- f. Maintain, control and track all support and test equipment.
- g. Establish and maintain calibration schedules for all equipment requiring calibration. This shall include deployed equipment requiring calibration at a designated calibration activity (Military or Commercial).
- h. Perform technical and logistic validations, site assist visits, and material support training.
- i. Incorporate configuration data into COLTS upon completion of installs, upgrades to equipment installations or changes.
- j. Maintain stock and auCORated stock records for support of unique non- Department of Defense (DoD) supported items.
- k. Review all provided spares order lists for accuracy in pricing, quantity, and priority.
- l. Provide Allowance List updates and maintenance.
- m. Establish and maintain requisite data within COLTS for inventory and configuration identification and control for all variations of systems, equipment, assemblies, sub-assemblies, lowest replaceable units (LRU), components, test equipment and toolsets.
- n. Perform centralized supply support functions for all organizational and intermediate level spares and maintenance piece parts relative to NAVEODTECHDIV managed equipment and toolsets.
- o. Provide requisite logistics analysis and support to NAVEODTECHDIV, Code 505 project managers, engineers and logistics personnel in support of existing and developmental systems, equipment and toolsets.
- p. Provide support to NAVEODTECHDIV, Code 505 and logistics personnel during the acquisition process to assist in determination of equipment and parts sparing levels to be stocked at Contractors' facilities and on site.

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- q. Provide support to NAVEODTECHDIV, Code 505 logistics personnel in determining and resolving end-of-life (EOL) issues for systems, equipment and toolsets. This includes performing an analysis to determine EOL status and research to locate recommended replacement items. Participation in NAVEODTECHDIV, Code 505 EOL committees and interface with systems integrators/designers will be required periodically.
- r. Participate in bi-weekly logistics status meetings to plan for upcoming fielding, kitting and receiving initiatives.

3.2 Inventory Management

The Contractor shall perform inventory control functions for systems, equipment and toolset baselines. Specific areas and events of inventory control include:

- Spares and Depot Level Repair Parts (DLRP)
- Consumable Items
- Accessory Items
- Calibration Data
- General Purpose Electronic Test Equipment (GPETE)
- General Purpose Tools
- Government Furnished Equipment (GFE)
- Special Purpose Electronic Test Equipment (SPETE)
- Special Purpose Tools
- Technical Publications
- Software, including upgrades
- Maintenance Materials
- Systems/End Items
- RFID
- IUID hardware, software and consumables

The Contractor shall perform inventory reconciliation monthly for all items provided as GFE. This will include items needing repurchase within the next 60 days (Shrink wrap, paper, tape, etc.) This data will be provided as an annex to the Progress, Status and Management Report.

The Contractor shall provide support to NAVEODTECHDIV, Code 505 project managers and logistics personnel in developing Program Support Data (PSD) sheets, to include review of recommended spares lists, price verification and maintenance/update via the COLTS database reflective of any changes in system/equipment Program of Record (POR) procurement strategy.

3.3 Packaging, Handling, Storage and Transportation (PHS&T)

The Contractor shall perform PHS&T services. These services shall include:

- a. Delivery of replenishment logistic items.
- b. Provide for routine and emergency transportation support and services.
- c. Coordinate and manage warehousing operations for interim and long-term storage of material at local and remote facilities.
- d. Provide input to annual NAVEODTECHDIV, Code 505 Transportation Accounting Code (TAC) requirements.
- e. Manage all PHS&T in accordance with current Federal, Department of Defense, Department of Navy, NAVSEA, and NAVEODTECHDIV regulations, policy, directives, instructions and guidance for HAZMAT and CONUS and international shipping.

3.4 Demilitarization, Disposal and Reassignment of Activities and Sites

The Contractor shall coordinate and perform the ISE-MS tasks associated with fielding including the demilitarization, disposal and reassignment of Government assets being moved into or out of activities or sites.

- a. Field Activities. The Contractor shall:

Coordinate movement and staging of all mission and support equipment. All equipment shall be documented, controlled and tracked to maintain accountability. The Contractor shall coordinate with NAVEODTECHDIV personnel and activities for the packing and crating services in order to provide adequate protection of assets. When demilitarization/disposal instructions are provided, the Contractor shall ship equipment to destination using the most appropriate mode of transportation. Government transportation shall be utilized when available and practical.

Ship/receive and control all ISE-MS items as previously addressed. These assets are to be moved to/from the ISE-MS facility and documented using COLTS. When specific demilitarization/disposal instructions are provided, the Contractor shall ship the material to destination using the most appropriate mode of transportation. Government transportation shall be utilized when available and practical.

The Contractor shall establish and maintain the hardware configuration of NAVEODTECHDIV mission equipment and corresponding allowance documentation and spares costing data.

- b. Field Activities. The Contractor shall:

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Develop Equipment/Material Movement Plans which will ensure timely movement of assets from the applicable site(s) to the appropriate destination. Equipment/Material Movement Plans shall be included in the Monthly Progress, Status and Management Report and used to project future capacity requirements.

Obtain appropriate transportation services to accomplish movement.

Coordinate temporary staging facilities, if necessary, to provide interim control of assets after removal from sites or prior to shipment to sites.

When sites are removed, develop Consolidated Allowance Lists to support equipment remaining on site.

Monitor the movement of all ISE-MS items to/from site to ensure timely receipt at correct destination.

Process assets to/from the ISE-MS facility, documenting these actions using COLTS.

3.5 NAVEODTECHDIV Government Furnished Equipment (GFE) and Contractor Furnished Equipment (CFE) Tracking

The Contractor shall coordinate the tracking, control, receipt processing, configuration status accounting and interim staging of GFE/CFE system, equipment and toolset assets. The Contractor shall provide the following services:

- a. Coordinate GFE/CFE tracking and control requirements for all system, equipment and toolsets, and Field Change Kits delivered to NAVEODTECHDIV, Code 505 and its Contractors (not GFE/CFE to this ISE-MS contract).
- b. Open and inspect all receipts and record the equipment configuration from the component/LRU serial number and technical manual data into COLTS.
- c. Verify the equipment configuration data to the published individual equipment product baselines provided by NAVEODTECHDIV, Code 505. If discrepancies are found, the Contractor shall initiate Logistic Change Requests (LCRs) to update the site equipment configuration files and coordinate with logistics personnel to revise logistic support requirements.
- d. Provide direct support to NAVEODTECHDIV, Code 505 project managers, engineers and logistics personnel for configuration identification during the acquisition phase and continuing throughout the equipment life cycle.
- e. GFE/CFE and technical manuals released to a system integrator/installer shall be properly documented by the Contractor through a receipt and issue/transfer of the equipment recorded in COLTS. Ensure that one set of the GFE/CFE technical manuals is maintained by NAVEODTECHDIV, Code 505 Technical Library.

3.6 COLTS Implementation, Training and Management

The supply chain management and support services consist of establishing and maintaining COLTS datasets, providing COLTS administration, conducting training, and maintaining the COLTS environment. Specifically the Contractor shall:

3.6.1 Establish and Maintain a COLTS Datasets

The Contractor shall establish initial COLTS datasets that provide NAVEODTECHDIV, CODE 505 with the ability to utilize COLTS. The Contractor shall convert and load NAVEODTECHDIV, CODE 505 data and Joint Service Data appropriate data and shall prepare, enter and track the data in COLTS.

Tasks to be performed, updated, and maintained in COLTS include, but are not limited to:

- a. Stock records for spares, repair parts, test equipment and other assets assigned to world-wide fielded units, activities, and shore sites.
- b. Prepare and track requisitions for replenishment of assets. All replenishment is to be managed by the site allowance listings.
- c. Track consumption of assets and adjust site inventory levels.
- d. Track serial numbered repairables processed for warranty, carcass and disposition tracking.
- e. Maintain, control and track all support and test equipment.
- f. Establish and maintain calibration schedules for all equipment requiring calibration. This shall include deployed equipment requiring calibration at designated calibration activity (Military or Commercial).
- g. Technical and logistic validations.
- h. Incorporate configuration data into COLTS upon completion of installs and upgrades to equipment.

Tasks to be performed in COLTS include, but are not limited to:

- a. Stock records for spares, repair parts, test equipment and other assets assigned to world-wide fielded units, activities and shore sites.
- b. All stock to levels specified by site allowance listings.
- c. Requisitions for replenishment of assets.
- d. Track consumption of assets and adjust site inventory levels.
- e. Track serial numbered repairables processed for warranty, carcass and disposition tracking.
- f. Maintain, control and track all support and test equipment.

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- g. Establish and maintain calibration schedules for all equipment requiring calibration. This shall include deployed equipment requiring calibration at a designated calibration activity (Military or Commercial).
- h. Incorporate configuration data into COLTS upon completion of installs, upgrades to equipment installations or changes.
- i. Maintain stock and auCORated stock records for support of NAVEODTECHDIV, CODE 505 unique non-DoD supported items.
- j. Review all NAVEODTECHDIV, Code 505 provided spares order lists for accuracy in pricing, quantity and priority.
- k. Establish and maintain requisite data within COLTS for inventory and configuration identification and control for all variations of NAVEODTECHDIV, Code 505 systems, equipment, assemblies, sub-assemblies, DLRO, LRU, components, test equipment and tool sets.
- l. Track and maintain consumables when required for specific program needs.

The Contractor shall provide new COLTS application support for new system introduction. This support shall include providing the COLTS licensing, setup of the supporting hardware and application, evaluating the data availability and configuration requirements, providing the COLTS implementation plan and the actual implementation and the maintenance of the COLTS data and related infrastructure.

3.7 COLTS and IUID Training

The Contractor shall provide general training support services to NAVEODTECHDIV, CODE 505 staff personnel, NAVEODTECHDIV, CODE 505 activities and NAVEODTECHDIV, CODE 505 vendors and Contractors, as required. Training shall include utilizing and managing daily COLTS and IUID tasks. COLTS training shall be conducted at locations specified by the COR, in addition to providing on-line computer based training (CBT). As a part of this task, the Contractor shall provide help desk and administration support. The Contractor shall maintain the COLTS training curriculum to reflect the latest versions of COLTS being managed.

3.8 Support Services in Support of COLTS and IUID

The Contractor shall maintain configuration processes, data sets and elements to meet the goals, requirements and supportability objectives as directed by NAVEODTECHDIV, CODE 505. Additionally, the Contractor shall identify, document and maintain all required resources to support the COLTS instances of NAVEODTECHDIV, CODE 505 equipment and systems. Specifically, the Contractor shall:

- a. Provide assistance in the selection of printers, scanners and other related AuCORatic Identification Technology (AIT) equipment. Provide orders for consumable and GFE needs.
- b. Conduct analysis of NAVEODTECHDIV business processes required for supporting existing equipment and systems, and maintaining the configuration within COLTS. The Contractor shall develop, implement and maintain the COLTS processes and data elements to meet NAVEODTECHDIV, CODE 505 requirements and criteria.
- c. Ensure IUID data is entered correctly into COLTS.
- d. Print IUID labels as required. Printed IUID labels shall either be kitted out for specific activities for application with instructions, or the Contractor shall apply the labels as directed by NAVEODTECHDIV, CODE 505 representatives.
- e. Update program IUID Plans annually IAW current NAVSEA guidance based on schedule agreed upon by Contractor and COR.
- f. Develop IUID Plans IAW current NAVSEA guidance for new programs.
- g. Develop and submit COLTS functional test plans and reports.
- h. Ensure all IUID data is correctly entered in the IUID Registry.

The Contractor shall perform inventory reconciliation monthly for all items provided as GFE. This will include items needing repurchase within the next 60 days (Tesa tape, cleaning supplies, filters, etc.) This data will be provided as an annex to the Progress, Status and Management Report.

4.0 COLTS Hardware and Application Infrastructure Procurement, Maintenance and Management Support

The Contractor shall maintain the COLTS application(s), hardware and software, and ensure adequate internet connectivity to meet operational throughput of data.

4.1.1 COLTS Software Applications

The Contractor shall establish and maintain the COLTS applications. The Contractor shall ensure that the COLTS application is maintained at the latest COLTS version approved by the COR. The Contractor shall test functions prior to software release to ensure functionality is available for software version implementation, and shall submit the results of testing to the Government.

The Contractor shall provide, through Application Services Provider (ASP) hosting, the ongoing maintenance and operational support of all hardware and software necessary to sustain the hosting and functionality of COLTS. Service level agreements will be negotiated to address the organization's requirements for hardware, efficiency, security, acceptable system downtime, and privacy. The Contractor shall provide a Hardware/Software Management/Maintenance Plan and shall update it annually to reflect the maintenance philosophy evolution plans.

The Contractor shall establish a continuous maintenance program and operational support to host and manage COLTS which shall include at a minimum, but not limited to:

- a. Onsite consultant for support during normal business hours and as needed during non business hours.
- b. Maintenance of the databases for all systems including Development, Training, and Production.
- c. Setup, configuration, administration, and support of COLTS.

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- d. 24 hours a day, seven days a week hardware monitoring.
- e. A thorough understanding and experience with organizational applications, policies, and procedures.
- f. Assistance with end-user security administration and authorization.
- g. Technical help desk support.
- h. Contingency planning, data backup and disaster recovery.
- i. Package-level backup/restore and archiving.
- j. Performance and fault monitoring.
- k. Status reporting.
- l. Knowledge transfer.
- m. Transport of corrections/upgrades into production.

4.1.2 Hardware

The Contractor is responsible for operating and maintaining all hardware and AIT equipment associated with the implementation, testing, and maintenance support of COLTS applications. In addition, the Contractor shall identify hardware and software needs and notify the Government 60 days prior to the expected onset of usage. The Contractor shall develop and submit a Plan for Procuring and Maintaining COLTS Servers. AIT equipment procured under this contract will be considered GFE, and the end of life disposition shall be determined by the COR. The Contractor shall ensure that the COLTS system is operational 24 hours a day, seven days a week. The Contractor shall provide the means to conduct maintenance without interruption of service due to that maintenance. As part of maintenance, the Contractor is responsible for backing up the COLTS data and system configuration. A COLTS server status and network connectivity report shall be submitted as part of the Contractor's Progress, Status and Management Report and used to identify future capacity needs.

4.1.2.1 Hardware Warranties

The Contractor shall be responsible for tracking and reporting on all warranties related to the COLTS hardware infrastructure. Warranty issues shall be clearly identified to the COR within 72 hours of discovery. Notice of warranty renewals shall be provided in writing to the COR 60 calendar days prior to any expiration dates.

4.1.3 Internet Connectivity

The Contractor is responsible for evaluating that the internet connectivity is adequate to meet throughput and bandwidth requirements. Periodic testing shall be conducted by the Contractor to ensure the bandwidth is adequate to support the number and activity of COLTS operations.

5.0 Logistics Technical Support

The Contractor shall support NAVEODTECHDIV, Code 505 logisticians in the development and implementation of projects supporting personnel world-wide that will utilize COLTS. Services provided will span the entire life cycle of systems, equipment and toolsets fielded by NAVEODTECHDIV, Code 505. The Contractor may be required to provide additional deliverables such as technical reports, which may include plans, schedules, budget analyses, technical analyses, technical documentation, supply chain management assessments and process alternatives to support developed systems, equipment and toolsets. Analyses, assessments and alternatives shall include technical considerations in addition to supporting the logisticians and system engineers in meeting cost, risk, schedule and readiness objectives. Capabilities and limitations shall be addressed along with human engineering issues and environmental concerns. In those cases where a system, equipment or toolset has been introduced to the operational environment, technical support shall be provided to assist field maintainers and operators as required.

Logistics personnel shall participate in Integrated Product Teams (IPTs), Engineering Process Groups, testing, CM baseline management, system documentation, technical support, system kitting and integration, Quality Assurance (QA) and development of policy and procedures to ensure a thorough understanding of configuration and supportability objectives and related issues. This support shall provide managers with easy access, and timely and accurate data as required. Specific tasking shall include the following:

The Contractor shall evaluate current capabilities and identify equipment and facilities required to ensure designated installations and locations meet NAVEODTECHDIV identified supply chain management environments and mission requirements.

The Contractor shall provide necessary data analysis and modeling techniques that will substantiate estimated costs and time savings achieved by utilizing COLTS for the support and management of new and existing NAVEODTECHDIV equipment. Support involves working with various Government agencies to determine the most efficient and effective approach. The Contractor shall seek commonality and standardization in business models and supportability initiatives for new and existing equipment.

The Contractor shall support NAVEODTECHDIV, Code 505 in documenting processes and procedures in support of the supportability process. Contractor personnel shall provide drafts for project related correspondence as well as participate in the establishment and maintenance of configuration baselines, supportability testing, data collection, data analysis and reporting.

5.1 Logistics Tasks

The Contractor shall provide personnel capable of conducting the following logistics tasks.

- a. Develop spreadsheets, graphics, and milestone schedules to support logistics presentations and briefings to sponsor Program Offices.
- b. Develop project plan of action and milestone, risk assessments and strategy to support logistics initiatives for supply chain management and sustainment.
- c. Support technical projects with milestone schedules, presentation inputs and attend monthly/quarterly sponsor reviews, as required. Additionally, the Contractor shall participate in meetings as required.
- d. Conduct and participate in meetings with technical Contractors and vendors to ensure that the Contractors and vendors are working within the confines of the COLTS environment.

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- e. Provide all documentation and conduct training for Contractors and vendors to ensure that NAVEODTECHDIV has the visibility within COLTS to manage the supply chain in a real time environment. Recommend corrective action as necessary to assure successful implementation of supportability of equipment and systems.
- f. Recommend and monitor use of GFE and material for the management of the supply chain.
- g. Provide Engineering Change Proposal / Engineering Change (ECP/EC) input for systems and equipment in regard to supply chain management, to include COLTS, data rollout, data integration, implementation schedule, and training impacts, as required. Participate in the ECP/EC Working Group to ensure supply chain management issues are adequately addressed.
- h. Provide IUID plans, development of new acquisition plans and strategies.

6.0 Radio-Frequency Identification (RFID) Management and Maintenance

The Contractor shall provide the expertise and capability to provide NAVEODTECHDIV the support services to setup, implement, test, and document the RFID support system in warehouses as identified. The Contractor shall train NAVEODTECHDIV personnel in the use and operation of the RFID system.

- a. The Contractor shall provide personnel with extensive knowledge of utilizing Passive RFID (pRFID) to support warehouse tracking and total asset visibility.
- b. The Contractor shall develop an RFID Monitoring Plan to ensure that all aspects of asset visibility and hardware/software monitoring are met to maintain 100% uptime.
- c. The Contractor shall support the NAVEODTECHDIV logistics auCORared infrastructures and be capable of upgrading the current systems, and ensuring that proper connectivity and data migrations are successful.
- d. The Contractor shall ensure that the NAVEODTECHDIV logistics infrastructure and business processes are in compliance with applicable regulations and meet cusCORer logistics support requirements without adding additional infrastructure requirements and maintaining total asset visibility.
- e. The Contractor shall provide support to the Logistics Data Management Server System that supports COLTS. This support includes installation and upgrade of current server hardware as well as sustainment of both hardware and software to include the data collected within COLTS.
- f. The Contractor shall provide Management Support and Site Survey services to establish new warehouse instances of the RFID implementation.
- g. The Contractor shall coordinate with facilities personnel to meet command requirements and considerations for the installation and operation of RFID systems.
- h. The Contractor shall provide Engineering Support, System Evaluation and Technical Trade Study Support services.
- i. The Contractor shall provide installation support to include primary locations, remote and field locations. Installations of the RFID system shall include metrics for evaluation of the services and system evaluation.
- j. The Contractor shall provide Technical Support for the RFID system that includes troubleshooting, checkout, repair, and testing as required.
- k. The Contractor shall monitor RFID hardware and software daily and provide a monthly accounting of uptime versus downtime.

7.0 Personnel

The following management, logistics, engineering, and material support personnel are required to support NAVEODTECHDIV, Code 505 personnel and programs. The Contractor shall provide personnel for on-site and off-site support utilizing the following labor categories.

All key personnel shall be available at the task order award. Non-key personnel and contingent hires shall be available within 30 days after award of the task order.

Table 7-0. Labor Category/Description

Labor Category	PKS	Secret	Minimum/General Experience
Program Manager	Yes	Secret	<p>Minimum/General Experience: Five (5) years of relevant experience. Designee must have demonstrated the ability to interface effectively with cusCORers and to deliver quality products and program / project conclusions on time and within budget. Designee must have demonstrated analysis, Program Objective Memorandum (POM) and Program Planning and Budgeting, contract and financial management experience. The individual must have demonstrated the ability to formulate programs, develop budgets and schedule, and coordinate effort of multiple task activities.</p> <p>Minimum Education: Designee must have a four (4) year degree from an accredited college or university in business, engineering, or management. As a substitute to a four (4) year degree, designee must have fifteen (15) years of relevant experience</p>
Subject Matter Expert	Yes	Secret	<p>Minimum/General Experience: Ten (10) years of direct experience associated with those program requirements outlined in the PWS. Designee must provide expert consultation and support to a functional technical area of project, develop solutions to complex problems, and work closely with project team, particularly senior and management staff.</p> <p>Minimum Education: Designee must have a four (4) year degree in a relevant area in Mechanical or Electrical Engineering. As a substitute to a four (4) year degree, a candidate without a degree must have twenty (20) years of relevant experience</p>
Engineer I	No	Secret	<p>Minimum/General Experience: Not required.</p> <p>Minimum Education: Designee must have either an Electrical or Mechanical Bachelor's Degree.</p>

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Engineer II	No	Secret	<u>Minimum/General Experience:</u> Five (5) years of related experience, of which three (3) years must be directly associated with those program requirements outlined in the PWS. <u>Minimum Education:</u> Four (4) year degree in Electrical or Mechanical Engineering.
Engineer III	No	Secret	<u>Minimum/General Experience:</u> Ten (10) years of related experience, of which five (5) years must be directly associated with those program requirements outlined in the PWS. <u>Minimum Education:</u> Four (4) year degree in Electrical or Mechanical Engineering.
Sr. Program Analyst	No	Secret	<u>Minimum/General Experience:</u> A minimum of five (5) years experience is required. Experience shall include analyzing, controlling, planning, organizing, and managing a major project or activity. Two years of practical experience may be substituted for each year of college education. <u>Minimum Education:</u> BS or BA Degree in Business Management or related discipline.
Systems Analyst	Yes	None	<u>Minimum/General Experience:</u> A minimum of three (3) years of experience in identifying software problems and documenting input / output requirements is required. Candidate shall work under general supervision. Individual will plan, develop, test and document computer programs and networking. <u>Minimum Education:</u> Designee must have a Bachelors Degree in Computer Science or related discipline. Two years of practical experience may be substituted for each year of college education.
Sr. Logistician	Yes	Secret	<u>Minimum/General Experience:</u> A minimum of five (5) years logistics or configuration management experience is required, of which two (2) years must be specific DoD acquisition, procedures, supply support policy, utilization of technical resources, and products baseline control procedures. <u>Minimum Education:</u> Designee must have a Bachelor's Degree in Business, Engineering or Management. Two years of practical experience may be substituted for each year of college education.
Logistician	No	Secret	<u>Minimum/General Experience:</u> A minimum of two (2) years logistics or configuration management experience is required. <u>Minimum Education:</u> Designee must have a Bachelor's Degree in Business, Engineering or Management. Two years of practical experience may be substituted for each year of college education.
Jr. Logistician	No	Secret	<u>Minimum/General Experience:</u> No minimum experience requirement. <u>Minimum Education:</u> Designee must have a Bachelor's Degree in Business, Engineering or Management. Two years of practical experience may be substituted for each year of college education.
Illustrator	No	Secret	<u>Minimum/General Experience:</u> Three (3) years or more of experience in conceptual design, PC graphics utilization and creative illustrations is required. Designee must be proficient using multimedia applications. <u>Minimum Education:</u> AS or AA Degree from a college or University, or special training equivalent to such degree is required. Two years of practical experience may be substituted for each year of college education.
Material Handler	No	Secret	<u>Minimum/General Experience:</u> Designee shall have ability to perform various duties as follows: receiving, shipping, storing or issuing materials within a warehouse; Maintaining stock on docks, in hold and in storage areas in order to prevent damage, loss or injury to others; Preparing production reports, checking records, screening issue documents to fill in missing data, and reporting serious damage or deterioration; Assuring that material is worked into the auCORated system and that all terminal transactions are complete in accordance with procedures; Driving up to two-ton, man-o-board forklifts (height of approximately 30 feet) and other material handling equipment. <u>Minimum Education:</u> High school diploma or equivalent.
Project Analyst	No	Secret	<u>Minimum/General Experience:</u> Experience shall include analyzing, controlling, planning, organizing, or managing a major project or activity. Additionally, a minimum of two years experience is required. <u>Minimum Education:</u> BS or BA Degree in Business Management or related discipline. Two years of practical experience may be substituted for each year of college education.
Sr. Systems Admin	No	None	<u>Minimum/General Experience:</u> More than five years of previous system administration experience. Ability to solve problems quickly and auCORate processes. A solid understanding of an operating system; understands paging and swapping, inter-process communications, devices and what device drivers do, file system concepts (inode, clustering, logical partitions), can use performance analysis to tune systems. A solid understanding of networking/distributed computing environment concepts; understands principles of routing, client/server programming, and the design of consistent network-wide file system layouts. Extensive programming background in any applicable language. Publications within the field of system administration. <u>Minimum Education:</u> Four (4) degree in computer science or a related field.
Administrative Assistant	No	Secret	<u>Minimum/General Experience:</u> Designee must have knowledge of common business related software. Must be able to develop solutions for simple problems and maintain high quality work. Three (3) years of related experience. <u>Minimum Education:</u> High school diploma or equivalent.
Software Assurance Engineer	No	None	<u>Minimum/General Experience:</u> Will have 3 - 5 years of experience in applications or software development and/or application security. Required to have experience and knowledge regarding web applications and/or databases. Past experience in the use of security tools, such as application firewalls, penetration testing tools, database monitoring tools, and source code analysis tools is preferred. Experience in developing web applications in Java, .NET, and/or ColdFusion is preferred. Must be able to work independently or as a part of a team. Candidates are required to have experience and knowledge regarding web applications and/or databases. The ability to obtain an active Secret clearance may be required for this position. <u>Minimum Education:</u> Four (4) year degree is preferred BS in EE, CS or MIS is preferred. CISSP or CSSLP certifications are a big plus.
Configuration	No	None	<u>Minimum/General Experience:</u> Six (6) years of experience in system

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Manager	analysis and evaluation of hardware capabilities and configurations. General experience includes increasing responsibilities with ADP systems, including systems analysis and programming. Must demonstrate the ability to work independently or under only general direction. <u>Minimum Education:</u> An Associate's Degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline. Twelve (12) years of experience with no degree.
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8.0 Deliverables

In fulfillment of this effort, the Contractor shall provide the deliverables identified in this PWS section. All deliverables shall be submitted to the COR, unless otherwise agreed upon.

Table 8-0. Deliverables

Deliverable	Effort	Frequency
RFID Monitoring Plan	6.0	Annually
RFID/UID Hardware and Software Availability Plan	2.0	Monthly
Hardware and Software Management/Maintenance Plan	4.1.1	Annually
Procuring and Maintaining COLTS Servers Plan	4.1.2	90 DACA
Warehouse Management Plan	1.0	90 DACA
Space Capacity Report	1.0	Quarterly
Progress, Status and Management Report	2.0	Monthly
RFID/UID Hardware and Software Availability (up/down time) - Annex to Progress, Status and Management Report	2.0	Monthly
Quality Program Plan (QPP)	2.1.1	Annually
Allowance Lists	3.1	As required
Program Support Data (PSD) Sheets	3.2	As required
Equipment/Material Movement Plans	3.4	Monthly
UID Plan	3.8 and 5.1	Annual updates and new plans as required.
COLTS Implementation Plan	3.6.1	As required for new installs.
COLTS Training Curriculum	3.7	As required for each version
COLTS Functional Testing Report	3.8	As required
COLTS Server Status and Network Connectivity Report	4.1.2	Monthly
Funding Expenditure and Management Report	2.0	Quarterly
Technical Reports	5.0	As required
Milestone Schedule	5.1	As required

The format for individual deliverables will be determined through consultation between the COR and the Contractor at the orientation briefing and identified in writing and then provided to the contracting office, COR and the Contractor. Products that reflect the Contractor's analysis and opinion (e.g., studies or analyses) may be in Contractor format. Products that are to be used by EOD in the execution of their responsibilities (e.g., strategy documents, roadmaps, analysis and briefings) shall be in a specified Government format. All documents shall be provided in either hard copy or electronically as requested by the COR. Electronic documents shall be provided in the appropriate Microsoft Office format (e.g., Word or PowerPoint); if appropriate, the Government may ask that they be provided in compressed or PDF format.

9.0 Government Furnished Information

Government Furnished Information (GFI) will be made available on an as required basis.

10.0 Government Furnished Material

The Government will furnish limited office space, standard office equipment, warehousing and storage facilities and tools for the assigned on-site personnel.

All systems, equipment, toolsets, support equipment, test equipment, spares, repairs parts, consumables, and other items that shall be managed in the system support effort will be provided as Government Furnished Material (GFM). The Government will provide the COLTS hardware as GFE.

11.0 Travel

Travel shall be in accordance with the DoD Joint Travel Regulations (JTR). The following travel requirements may be anticipated on an annual basis to support special engineering analyses and requirements, attend meetings, support, testing and evaluations, and to provide technical support. Additional travel may be required.

Table 11-0. Travel Requirements

Location	Days	Per Sample	# of Samples
San Francisco, CA	2	2	5
Boston, MA	5	2	5
Fort Monmouth, NJ	5	2	3
Sierra Vista, AZ	3	2	5
Albuquerque, NM	2	2	5
Los Angeles, CA	1	2	5
Huntsville, AL	3	2	5
San Diego, CA	2	2	5
Orlando, FL	3	2	3
San Antonio, TX	1	2	5
Tampa, FL	1	2	3
Warren, MI	4	2	3
Charleston, SC	1	2	3
Norfolk, VA	2	2	3
Bingen, WA	2	2	5

12.0 Security Requirement

All Key Personnel shall have a DOD Secret clearance. All Contractor personnel working at a Government site shall have a DOD Secret clearance. The Contractor may have access to information and compartments with a "secret" classification. Unless otherwise specified, all deliverables shall be "unclassified".

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13.0 Period of Performance

The period of performance of this task order is scheduled to be one year from date of award with four one-year options to be exercised at the discretion of the Government.

14.0 Place of Performance

The Contractor shall provide an on-site staff at NAVEODTECHDIV during the core hours of 0700 to 1630 Monday through Friday, except on Federal holidays. Other Contractor personnel shall be located at the Contractor's facility. The Contractor shall maintain a support facility located within a 50 mile radius of NAVEODTECHDIV. Contractor personnel may be required to travel periodically.

15.0 Overtime

Overtime shall be approved in advance in accordance with the applicable contract clauses.

16.0 Contracting Officer's Representative (COR)

The Contracting Officer's Representative is Mr. Jerry Decker, Code 5053, (301) 744-4025.

17.0 Transportation of Equipment/Material

The Contractor shall utilize NAVEODTECHDIV transportation pursuant to specific authorization in the task.

18.0 Other Conditions/Requirements

The Contractor may be required to procure miscellaneous materials and supplies as required. Prior COR approval is required before initiating expenses.

The Contractor shall provide all technical training to Contractor personnel necessary to perform the work, as herein described. Additional training may be provided by the Government, at the discretion of the Project Manager, with prior approval of the Government representative or COR.

List of Acronyms

AIT	AuCORated Identification Technology
ASP	Application Services Provider
CBT	Computer Based Training
CFE	Contractor Furnished Equipment
CM	Configuration Management
COLTS	Catalog Ordering Logistics Tracking System
COR	Contracting Officer's Representative
DLRP	Depot Level Repair Part
DoD	Department of Defense
ECP/EC	Engineering Change Proposal/ Engineering Change
EOD	Explosive Ordnance Disposal
EOL	End-of-Life
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
GPETE	General Purpose Electrical Test Equipment
IAW	In Accordance With
IPT	Integrated Product Team
ISE	In-Service Engineering
ISE-MS	In-Service Engineering Material Support
IUID	Item Unique Identification
JSEOD	Joint Service Explosive Ordnance Disposal
JTR	Joint Travel Regulations
LCR	Logistic Change Request
LRU	Lowest Replaceable Unit
NAVEODTECHDIV	Naval Explosive Ordnance Disposal Technology Division
PHS&T	Packaging, Handling, Storage and Transportation
PM	Program Manager
POM	Program Objective Memorandum
pRFID	Passive Radio-Frequency Identification
PSD	Program Support Data
PWS	Performance Work Statement
QA	Quality Assurance
QPP	Quality Program Plan
RFID	Radio-Frequency Identification
SME	Subject Matter Expert
SPETE	Special Purpose Electronic Test Equipment
TAC	Transportation Accounting Code

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in

Proposal submitted in response to NAVSEA Solicitation No. N00024-11-R-3173 dated 06 March 2011.

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

(End of Text)

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

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the

extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction, operation, management, or maintenance of paper-based or electronic mail room, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are required will contain a requirement that:

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(1) The support contractor not discloses any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direction action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, of the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

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SECTION D PACKAGING AND MARKING

See PWS.

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SECTION E INSPECTION AND ACCEPTANCE

See basic contract clauses.

IHD 7 VERIFICATION OF SERVICES AND TIME RECORDS (NAVSEA/IHD)

(a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

4000	4/2/2011 - 4/1/2012
6000	4/2/2011 - 4/1/2012

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

4001	4/2/2012 - 4/1/2013
4002	4/2/2013 - 4/1/2014
4003	4/2/2014 - 4/1/2015
6001	4/2/2012 - 4/1/2013
6002	4/2/2013 - 4/1/2014
6003	4/2/2014 - 4/1/2015
7000	4/2/2015 - 4/1/2016
9000	4/2/2015 - 4/1/2016

Services to be performed hereunder will be provided at locations specified in PWS.

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. Scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January
Martin Luther King's Birthday	19 January
President's Day	16 February
Memorial Day	31 May
Independence Day	5 July
Labor Day	6 September
Columbus Day	11 October
Veteran's Day	11 November
Thanksgiving Day	25 November
Christmas Day	24 December

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Contracting Officer Representative (COR), via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this task order:

IHD 77 ALT I – CPFF WAWF INVOICE INSTRUCTIONS (NSWC/IHD) (DEC 2008)

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(a) In accordance with the clause of this contract entitled "Electronic Submission of Payments Requests and Receiving Reports" (DFARS 252.232-7003), the Indian Head Division, Naval Surface Warfare Center will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture, and process receipt and payment-related documentation in a paperless environment. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

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

(d) The following information regarding payment request routing is provided for completion of the document in WAWF:

Look at the bottom of the first page of your contract or order (basic, not modification) to find the form number, and then use the chart below that corresponds to your contract type (i.e., firm fixed price or cost plus fixed fee). This chart is a guide to finding information necessary for creating a payment request. In most cases, the chart points to a block number on a contract form or a particular section within the contract. In the WAWF system only use the DoDAAC ext. field if specifically directed, otherwise leave blank.

Use Cost Vouchers for Cost Plus Fixed Fee Contracts/Orders	
	Below Fields Are To Be Completed By The Buyer
Contract Number	N00178-10-D-6066
Delivery Order	FG01
CAGE Code/Ext.	1NPX3
Pay DoDAAC	HQ0338
Issue date	Block 3
IssueBy DoDAAC	N00174
Admin DoDAAC	S2404A
DCAA Auditor DoDAAC/Ext.	HAA47B
Service Approver/Ext.	N42794

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

(f) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notifications" and add the following email address(es):

Technical Representative: patricia.downey@navy.mil
jerry.decker@navy.mil

This additional notification to the government is necessary to make the acceptor aware that the invoice has been

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submitted in WAWF. Without this notification, the government may be unable to process your submission in a timely manner, which will delay payment.

(g) When shipping material, it is strongly recommended the contractor print a completed copy of the receiving report from WAWF and include this with the shipping paperwork. This assists receiving personnel with matching received material to your payment request, which can speed your payment.

(h) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(i) If you have any questions regarding WAWF, please contact Dan Twombly at 301-744-6613 or daniel.twombly@navy.mil or Chris Ireson at 301-744-6550 or chris.ireson@navy.mil.

IHD 86 - SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (NAVSEA/IHD) FEB 2000

Security badges will be issued by the Government only to those contractor personnel who require access to the Indian Head Division, Naval Sea Systems Command in connection with work to be performed under this contract. Approval for such issuance may only be granted by the COTR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the Indian Head Division, Naval Sea Systems Command. This does not include badges temporarily authorized for contractor visitors to Indian Head Division, Naval Sea Systems Command. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Sea Systems Command. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

IHD 114 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVSEA/IHD) FEB 2000

(a) The COR for this contract is:

Name: Pat Downey
Mailing Address: Naval EOD Technology Division, 2008 Stump Neck Road, Indian Head, MD 20640
Code: 505A2
Telephone No.: 301-744-5718

(c) The COR will act as the Contracting Officer's representative for technical matters, providing 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 direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility

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and functions assigned to the COR will be the responsibility of the alternate COR.

Accounting Data

SLINID	PR Number	Amount
400001	N00174-11-PR-0909	[REDACTED]

LLA :

AA 21 0 2035 0000 1C 1C09 53153542133 S20113 AMS Code: 53153542133 MDEP: RF01 MRRN: P1

OP51331CCBA Cost Center: SFB JON: 0ZCBC1 Site Code: EH Command Designator: K EOR: 3

1E1 CRN: MIPRIEDAV0K093

Standard Number: MIPRIEDAV0K093

BASE Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 02

400002	11253217	[REDACTED]
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LLA :

AB 21 0 2035 0000 1C 1C09 53901110187 s20113 AMS Code: 53901110187 MDEP: RF03 MRRN: P1

OP51871CEBA Cost Center: SFC JON: 0ZCC40 Site Code: EH Command Designator: K EOR: 3

1E1 CRN: MIPRIFDAV0F387

Standard Number: MIPRIFDAV0F387

Funding in support of base year labor

400003	11253219	[REDACTED]
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LLA :

AC 97-11X8242 28E7 000 74E72 0 065916 2D PG5D43 025060290LCU

Standard Number: N0002411RX01030

Funding in support of Base Year Labor

MOD 02 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 03

400004	11817917	[REDACTED]
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LLA :

AD 21 0 2035 0000 1B1B03532028831E1SOMARDSORM017MIPRIHRR4I2428 S28017

Standard Number: MIPRIHRR4I2428

Funding in support of Base Year Labor

400005	11807861	[REDACTED]
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LLA :

AE 97-11X8242 28U3 000 74U32 0 065916 2D PROA4N 1101 8051 0 LAF

Standard Number: M67854-11-WX-F0185

Funding in support of Base Year Labor

400006	12001404	[REDACTED]
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LLA :

AF 1711804 8D3D 253 MW408 0 050120 2D 000000 A00000748513

Standard Number: N0002411RX01913

Funding in support of Base Year Labor

MOD 03 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 04

400005	11807861	[REDACTED]
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LLA :

AE 97-11X8242 28U3 000 74U32 0 065916 2D PROA4N 1101 8051 0 LAF

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Standard Number: M67854-11-WX-F0185
 Funding in support of Base Year Labor

400006 12001404 [REDACTED]
 LLA :
 AF 1711804 8D3D 253 MW408 0 050120 2D 000000 A00000748513
 Standard Number: N0002411RX01913
 Funding in support of Base Year Labor

600001 11817918 [REDACTED]
 LLA :
 AD 21 0 2035 0000 1B1B03532028831E1SOMARDS0RM017MIPR1HRR4I2428 S28017
 Standard Number: MIPR1HRR4I2428
 Funding in support of ODC

600002 11817919 [REDACTED]
 LLA :
 AC 97-11X8242 28E7 000 74E72 0 065916 2D PG5D43 025060290LCU
 Standard Number: N0002411RX01030
 Funding in support of ODC CLIN

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 05

400005 11807861 [REDACTED]
 LLA :
 AE 97-11X8242 28U3 000 74U32 0 065916 2D PROA4N 1101 8051 0 LAF
 Standard Number: M67854-11-WX-F0185
 Funding in support of Base Year Labor

400006 12001404 [REDACTED]
 LLA :
 AF 1711804 8D3D 253 MW408 0 050120 2D 000000 A00000748513
 Standard Number: N0002411RX01913
 Funding in support of Base Year Labor

400007 12001408 [REDACTED]
 LLA :
 AG 97-11X8242 28P7 000 74P72 0 065916 2D PG6075 110160220LAA
 Standard Number: N0002411PX00633
 Funding in support of base year labor

400008 12001410 [REDACTED]
 LLA :
 AH 97-11X8242 28E7 000 74E72 0 065916 2D PG5074 111760020LEC
 Standard Number: N0002411PX00637
 Funding in support of base year labor

400009 12001412 [REDACTED]
 LLA :
 AJ 97-11X8242 28P7 000 74P72 0 065916 2D PG6074 112660020LAH
 Standard Number: N0002411PX00635
 Funding in support of base year labor

400010 12001413 [REDACTED]
 LLA :
 AK 97-11X8242 2843 000 74432 0 065916 2D PCIX94 116060020BAD
 Standard Number: N0002411PX00664
 Funding in support of base year labor

400011 12001414 [REDACTED]
 LLA :
 AL 1711319 74ER 255 MW408 0 050120 2D 000000 A00000630722
 Standard Number: N0002411RX00802
 Funding in support of base year labor

400012 12001415 [REDACTED]
 LLA :
 AM 21 1 2020 0000 5R 5R38 13519700000 S20113
 Standard Number: MIPR1DDAV0031R
 Funding in support of base year labor
 AMS Code: 13519700000
 MDEP: VPRE

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MRRN: A11GR3R1GR
 Cost Center: GR
 JON: 1GRAFG
 Si

400013 12082233 [REDACTED]
 LLA :
 AN 17 1 1109 6520 310 67854 067443 2D 6520B1 1RC16744155F
 Standard Number: M6785411RC16744
 Funding in support of base year labor

400014 12092552 [REDACTED]
 LLA :
 AP 1711804 8D3D 253 MW408 0 050120 2D 000000 A00000670261
 Standard Number: N0002411RX01194
 Funding in support of base year labor

400015 12092554 [REDACTED]
 LLA :
 AQ 1711810 74VN 310 MW408 0 050120 2D 000000 A00000644481
 Standard Number: N0002411RX00947
 Funding in support of base year labor

400016 12102619 [REDACTED]
 LLA :
 AR 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000801667
 Standard Number: N6523611WX00959
 Funding in support of base year labor

400017 12102620 [REDACTED]
 LLA :
 AS 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000808949
 Standard Number: N6523611WX00995
 Funding in support of base year labor

600003 12001418 [REDACTED]
 LLA :
 AT 97-11X8242 28P7 000 74P72 0 065916 2D PG6044 107460420LAB
 Standard Number: N0002411PX00638
 Funding in support of base year ODC

600004 12001422 [REDACTED]
 LLA :
 AP 1711804 8D3D 253 MW408 0 050120 2D 000000 A00000670261
 Standard Number: N0002411RX01194
 Funding in support of base year ODC

600005 12001423 [REDACTED]
 LLA :
 AU 97-11X8242 28Q7 000 74Q72 0 065916 2D PG9A74 117560010LDC
 Standard Number: N0002411PX00679
 Funding in support of base year ODC

600006 12001425 [REDACTED]
 LLA :
 AV 1711810 74VN 310 MW408 0 050120 2D 000000 A00000800712
 Standard Number: N0002411RX02465
 Funding in support of base year ODC

600007 12092564 [REDACTED]
 LLA :
 AW 1711804 8M1K 252 V5P00 0 050120 2D 000000 A00000733607
 Standard Number: N0002411RX01773
 Funding in support of base year ODC

600008 12102621 [REDACTED]
 LLA :
 AX 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000810069
 Standard Number: N6523611WX00999
 Funding in support of base year ODC

MOD 05 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06

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400018 12153158 [REDACTED]
 LLA :
 AY 211 2020 0000 11B 1B03 13735A00000 25FB PHUA1 MIPR1JDATRR678 109643 028017
 Standard Number: MIPR1JDATRR678
 Funding in support of base year labor
 MDEP: VIRO
 SELLER CODE: RR
 NWA: 6038641 0001
 EXP. DATE: 09/30/2011
 PURCHASE REQ#: 3000036058

400019 12153132 [REDACTED]
 LLA :
 AZ 211 2020 0000 11B 1B03 13735A00000 2571 PHUA1 MIPR1JDATRR678 109643 028017
 Standard Number: MIPR1JDATRR678
 Funding in support of base year labor
 MDEP: VIRO
 SELLER CODE: RR
 NWA: 6038641 0001
 EXP. DATE: 09/30/2011
 PURCHASE REQ#: 3000036058

400020 12153133 [REDACTED]
 LLA :
 BA 211 2020 0000 11B 1B03 13735A00000 25FB PHUA1 MIPR1JDATRR677 109643 028017
 Standard Number: MIPR1JDATRR677
 Funding in support of base year labor
 MDEP: VIRO
 SELLER CODE: RR
 NWA: 6038641 0001
 EXP. DATE: 09/30/2011
 PURCHASE REQ.# 3000036057

400021 12153135 [REDACTED]
 LLA :
 BB 211 2020 0000 11B 1B03 13735A00000 2571 PHUA1 MIPR1JDATRR677 109643 028017
 Standard Number: MIPR1JDATRR677
 Funding in support of base year labor
 MDEP: VIRO
 SELLER CODE: RR
 NWA: 6038641 0001
 EXP. DATE: 09/30/2011
 PURCHASE REQ.# 3000036057

400022 12153136 [REDACTED]
 LLA :
 BC 211 2020 0000 11B 1B03 13735A00000 2571 PHUA1 MIPR1JDATRR681 109643 028017
 Standard Number: MIPR1JDATRR681
 Funding in support of base labor year
 MDEP: VIRO
 SELLOER CODE: RR
 NWA: 6038641 0001
 EXP. DATE: 09/30/2011
 PURCHASE REQ.#: 3000036059

400023 12153140 [REDACTED]
 LLA :
 BD 2102035 0000 1B1B03532059031E1SOMARDS0RM005 MIPR1ERR4I1801 S28017
 Standard Number: MIPR1ERR4I1801
 Funding in support of base labor year

400024 12153141 [REDACTED]
 LLA :
 BE 21 9 2035 0000 1B1B03532059031E1SOMARDS9RM219 MIPR1ERR4I1802 S28017
 Standard Number: MIPR1ERR4I1802
 Funding in support of base year labor

400025 12153161 [REDACTED]
 LLA :
 AL 1711319 74ER 255 MW408 0 050120 2D 000000 A00000630722
 Standard Number: N0002411RX00802
 Funding in support of base year labor

400026 12163220 [REDACTED]
 LLA :

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AP 1711804 8D3D 253 MW408 0 050120 2D 000000 A00000670261
Standard Number: N0002411RX01194
Funding in support of base year labor

600009 12153162 [REDACTED]

LLA :

AL 1711319 74ER 255 MW408 0 050120 2D 000000 A00000630722
Standard Number: N0002411RX00802
Funding in support of base year ODC

600010 12163221 [REDACTED]

LLA :

AP 1711804 8D3D 253 MW408 0 050120 2D 000000 A00000670261
Standard Number: N0002411RX01194
Funding in support of base year ODC

MOD 06 Funding 3 [REDACTED]

Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
4000	██████████	██████████	12 months
6000	██████████	██████████	12 months

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

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

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five

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(45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Christy Mitchell

Phone Number: (301)744-6637
Email: christy.mitchell@navy.mil

Payments/Invoicing: WAWF

Contracting Officer's Representative: Pat Downey

Phone Number: (301)744-5718

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer Jessica Scalfaro (301) 744-6614.

IHD 113 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION TITLE

K Representations, Certifications and Other Statements of Offerors (Bidders)

L Instructions, Conditions, and Notices to Offerors (Bidders)

M Evaluation Factors for Award

IHD 122 - PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (FEB 2000) (NAVSEA/IHD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated

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cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

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SECTION I CONTRACT CLAUSES

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

The following clauses are incorporated into the subject task order:

Reference 52.222-41 Service Contract Act of 1965 (Nov 2007)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)

(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 routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

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

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

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

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

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

(End of clause)

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

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

Covered subcontractor means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

Subcontract means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor--

(1) Agrees not to--

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(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work

related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of clause)

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(a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

(End of clause)

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252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION. (JUN 1995)

(a) Definitions. As used in this clause:

(1) Commercial computer software means software developed or regularly used for nongovernmental purposes which--

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

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

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

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

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

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

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

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

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(6) Developed means that--

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

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

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

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

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

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

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

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

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

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(11) Government purpose rights means the rights to--

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

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

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

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

(14) Restricted rights apply only to noncommercial computer software and mean the Government's rights to--

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

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

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

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

(A) Use the modified software only as provided in paragraphs (a)(14) (i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(14) (ii), (v) and (vi) of this

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clause;

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

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

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

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(14)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and nondisclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose.

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with--

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

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

(2) Government purpose rights. (i) Except as provided in paragraph (b)(1) of this clause, the Government shall

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have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

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

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

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

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

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

(4) Specifically negotiated license rights. (i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data--Noncommercial Items clause of this contract.

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

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(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 software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

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

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

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

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

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

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

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

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

Computer Software to be Fur- Basis for Asserted Rights Name of Person Asserting

nished With Restrictions * Assertion ** Category *** Restrictions ****

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

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

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

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

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Date

Printed Name and Title

Signature

End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

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Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are

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

(End of legend)

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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conveying the rights to the Government; and

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

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

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

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

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

(End of clause)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)

(a) Definitions.

(1) As used in this clause, unless otherwise specifically indicated, the term "Contractor" means the Contractor and its subcontractors or suppliers.

(2) Other terms used in this clause are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

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(b) Justification. The Contractor shall maintain records sufficient to justify the validity of any markings that assert restrictions on the Government's rights to use, modify, reproduce, perform, display, release, or disclose computer software delivered or required to be delivered under this contract and shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a request for information under paragraph (d) or a challenge under paragraph (f) of this clause.

(c) Direct contact with subcontractors or suppliers. The Contractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors or suppliers at any tier who assert restrictions on the Government's right to use, modify, reproduce, release, perform, display, or disclose computer software. Neither this clause, nor any action taken by the Government under this clause, creates or implies privity of contract between the Government and the Contractor's subcontractors or suppliers.

(d) Requests for information.

(1) The Contracting Officer may request the Contractor to provide sufficient information to enable the Contracting Officer to evaluate the Contractor's asserted restrictions. Such information shall be based upon the records required by this clause or other information reasonably available to the Contractor.

(2) Based upon the information provided, if the--

(i) Contractor agrees that an asserted restriction is not valid, the Contracting Officer may--

(A) Strike or correct the unjustified marking at the Contractor's expense; or

(B) Return the computer software to the Contractor for correction at the Contractor's expense. If the Contractor fails to correct or strike the unjustified restrictions and return the corrected software to the Contracting Officer within sixty (60) days following receipt of the software, the Contracting Officer may correct the strike the markings at the Contractor's expense.

(ii) Contracting Officer concludes that the asserted restriction is appropriate for this contract, the Contracting Officer shall so notify the Contractor in writing.

(3) The Contractor's failure to provide a timely response to a Contracting Officer's request for information or failure to provide sufficient information to enable the Contracting Officer to evaluate an asserted restriction shall constitute reasonable grounds for questioning the validity of an asserted restriction.

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(e) Government right to challenge and validate asserted restrictions. (1) The Government, when there are reasonable grounds to do so, has the right to review and challenge the validity of any restrictions asserted by the Contractor on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software delivered, to be delivered under this contract, or otherwise provided to the Government in the performance of this contract. Except for software that is publicly available, has been furnished to the Government without restrictions, or has been otherwise made available without restrictions, the Government may exercise this right only within three years after the date(s) the software is delivered or otherwise furnished to the Government, or three years following final payment under this contract, whichever is later.

(2) The absence of a challenge to an asserted restriction shall not constitute validation under this clause. Only a Contracting Officer's final decision or actions of an agency Board of Contract Appeals or a court of competent jurisdiction that sustain the validity of an asserted restriction constitute validation of the restriction.

(f) Challenge procedures. (1) A challenge must be in writing and shall--

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require the Contractor to respond within sixty (60) days;

(iii) Require the Contractor to provide justification for the assertion based upon records kept in accordance with paragraph (b) of this clause and such other documentation that are reasonably available to the Contractor, in sufficient detail to enable the Contracting Officer to determine the validity of the asserted restrictions; and

(iv) State that a Contracting Officer's final decision, during the three-year period preceding this challenge, or action of a court of competent jurisdiction or Board of Contract Appeals that sustained the validity of an identical assertion made by the Contractor (or a licensee) shall serve as justification for the asserted restriction.

(2) The Contracting Officer shall extend the time for response if the Contractor submits a written request showing the need for additional time to prepare a response.

(3) The Contracting Officer may request additional supporting documentation if, in the Contracting Officer's opinion, the Contractor's explanation does not provide sufficient evidence to justify the validity of the asserted restrictions. The Contractor agrees to promptly respond to the Contracting Officer's request for additional supporting documentation.

(4) Notwithstanding challenge by the Contracting Officer, the parties may agree on the disposition of an asserted restriction at any time prior to a Contracting Officer's final decision or, if the Contractor has appealed that decision, filed suit, or provided notice of an intent to file suit, at any time prior to a decision by a court of

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competent jurisdiction or Board of Contract Appeals.

(5) If the Contractor fails to respond to the Contracting Officer's request for information or additional information under paragraph (f)(1) of this clause, the Contracting Officer shall issue a final decision, in accordance with the Disputes clause of this contract, pertaining to the validity of the asserted restriction.

(6) If the Contracting Officer, after reviewing the written explanation furnished pursuant to paragraph (f)(1) of this clause, or any other available information pertaining to the validity of an asserted restriction, determines that the asserted restriction has--

(i) Not been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, denying the validity of the asserted restriction; or

(ii) Been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, validating the asserted restriction.

(7) A Contractor receiving challenges to the same asserted restriction(s) from more than one Contracting Officer shall notify each Contracting Officer of the other challenges. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer who initiated the first in time unanswered challenge, after consultation with the other Contracting Officers who have challenged the restrictions and the Contractor, shall formulate and distribute a schedule that provides the contractor a reasonable opportunity for responding to each challenge.

(g) Contractor appeal--Government obligation. (1) The Government agrees that, notwithstanding a Contracting Officer's final decision denying the validity of an asserted restriction and except as provided in paragraph (g)(3) of this clause, it will honor the asserted restriction--

(i) For a period of ninety (90) days from the date of the Contracting Officer's final decision to allow the Contractor to appeal to the appropriate Board of Contract Appeals or to file suit in an appropriate court;

(ii) For a period of one year from the date of the Contracting Officer's final decision if, within the first ninety (90) days following the Contracting Officer's final decision, the Contractor has provided notice of an intent to file suit in an appropriate court; or

(iii) Until final disposition by the appropriate Board of Contract Appeals or court of competent jurisdiction, if the Contractor has: (A) appealed to the Board of Contract Appeals or filed suit in an appropriate court within ninety (90) days; or (B) submitted, within ninety (90) days, a notice of intent to file suit in an appropriate court and filed suit within one year.

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(2) The Contractor agrees that the Government may strike, correct, or ignore the restrictive markings if the Contractor fails to--

(i) Appeal to a Board of Contract Appeals within ninety (90) days from the date of the Contracting Officer's final decision;

(ii) File suit in an appropriate court within ninety (90) days from such date; or

(iii) File suit within one year after the date of the Contracting Officer's final decision if the Contractor had provided notice of intent to file suit within ninety (90) days following the date of the Contracting Officer's final decision.

(3) The agency head, on a nondelegable basis, may determine that urgent or compelling circumstances do not permit awaiting the filing of suit in an appropriate court, or the rendering of a decision by a court of competent jurisdiction or Board of Contract Appeals. In that event, the agency head shall notify the Contractor of the urgent or compelling circumstances. Notwithstanding paragraph (g)(1) of this clause, the Contractor agrees that the agency may use, modify, reproduce, release, perform, display, or disclose computer software marked with (i) government purpose legends for any purpose, and authorize others to do so; or (ii) restricted or special license rights for government purposes only. The Government agrees not to release or disclose such software unless, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS), or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The agency head's determination may be made at any time after the date of the Contracting Officer's final decision and shall not affect the Contractor's right to damages against the United States, or other relief provided by law, if its asserted restrictions are ultimately upheld.

(h) Final disposition of appeal or suit. If the Contractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is:

(1) Sustained--

(i) Any restrictive marking on such computer software shall be struck or corrected at the contractor's expense or ignored; and

(ii) If the asserted restriction is found not to be substantially justified, the Contractor shall be liable to the Government for payment of the cost to the Government of reviewing the asserted restriction and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the restriction,

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unless special circumstances would make such payment unjust.

(2) Not sustained--

(i) The Government shall be bound by the asserted restriction; and

(ii) If the challenge by the Government is found not to have been made in good faith, the Government shall be liable to the Contractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor in defending the restriction.

(i) Flowdown. The Contractor shall insert this clause in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this contract. The clause may not be altered other than to identify the appropriate parties.

(End of clause)

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

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

252.227-7037 Validation of Restrictive Markings on Technical Data. (SEP 199)

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data--Noncommercial Items

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clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information. (1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge

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shall--

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2) (ii) through (iv) of this clause.

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(g) Final decision when Contractor or subcontractor responds.

(1) if the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking of a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or

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subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit. (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained--

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained--

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data--

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10

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(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

1. DD254
2. Task Order Administration Plan
3. Quality Assurance Surveillance Plan (QASP)