

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7817		2. DELIVERY ORDER NO. NW01		3. EFFECTIVE DATE 2015 Jan 21		4. PURCH REQUEST NO. RP000715RC0024C		5. PRIORITY Unrated				
6. ISSUED BY NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego CA 92136-4200			CODE N00244		7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way Chantilly VA 20151			CODE S2404A		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>		
9. CONTRACTOR Management Consulting Inc. dba MANCON 1961 Diamond Springs Road Virginia Beach VA 23455-2319			CODE 3X778		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED			
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G												
16. TYPE OF ORDER	DELIVERY/ CALL	x	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.									
	PURCHASE	Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
Management Consulting Inc. dba MANCON						Barton Consford Director Business Development						
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT			
	See Schedule											
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$97,161.18		
				BY: /s/Brian W ODonnell				01/21/2015 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN												
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:										
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS			
					PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR				
f. TELEPHONE	g. E-MAIL ADDRESS				FINAL							
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE					34. CHECK NUMBER		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL			35. BILL OF LADING NO.			
					FULL							
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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GENERAL INFORMATION

TASK ORDER GENERAL INFORMATION

This Task Order represents award of solicitation N00024-14-R-3518 to Management Consulting, Inc., (MANCON) effective 21 JAN 2015.

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

Requisition Numbers: RP000715RC00024C, Amendment 03.

Distribution: Jeff Matens (MANCON); LSCM Chester Gorricketa (COR).

Type of Task Order: Firm Fixed Price.

SECTION G

1. CLINs 8000AA and 9000AA have been fully funded.
2. Accounting and Appropriation Data: See Section G Accounting Data for the full line of accounting for the aforementioned ACRN/CLINs.
3. Clause "SUP 5252.232-9402 Invoicing and Payment (WAWF) Instructions (April 2008)" has been updated to provide info for the fill-ins.
4. Clause "Contractor's Senior Technical Representative (Jun 2011)" has been updated to provide info for the fill-ins.

SECTION H

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

SECTION I

1. Addition of DFARS 252.204-7012 Safeguarding of Unclassified Controlled Technical Information clause.

SECTION J

1. Quality Assurance Surveillance Plan (QASP) and Contract Data Requirements List (CDRLs) have been updated to provide info for the fill-ins.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		Base Period Labor				\$82,161.18
8000AA	L020	Automated Data Processing and Management Information System Services (O&MN,N)	1.0	LO	\$82,161.18	\$82,161.18
8100		Option Period 1 Labor				\$109,529.52
8100AA	L020	Automated Data Processing and Management Information System Services (O&MN,N)	1.0	LO	\$109,529.52	\$109,529.52
		Option				
8200		Option Period 2 Labor				\$112,602.61
8200AA	L020	Automated Data Processing and Management Information System Services (O&MN,N)	1.0	LO	\$112,602.61	\$112,602.61
		Option				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		Base Period ODC			\$15,000.00
9000AA	L020	Travel (O&MN,N)	1.0	LO	\$15,000.00
9100		Option Period 1 ODC			\$15,000.00
9100AA	L020	Travel (O&MN,N)	1.0	LO	\$15,000.00
		Option			
9200		Option Period 2 ODC			\$15,000.00
9200AA	L020	Travel (O&MN,N)	1.0	LO	\$15,000.00
		Option			

FSC Code: R699

Zone: 6 (Southwest Zone)

POC:

Joel Judy

Contract Negotiator

NAVSUP Fleet Logistics Center San Diego

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

Type of Task Order: Firm Fixed Price

Previous Contractors: Coastal Management Solutions, Contract N00244-11-D-0025-0062

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Anticipated Date of Award: 21 JAN 2015.

Duration: The requirement is for a one year base period, followed by two one year option periods.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

COMNAVSURFOR-SNAP and NTCSS Support

1.0 Scope

1.1 Background. TYPE Commander (TYCOM) staffs provide Automated Data Processing (ADP) and Management Information System services to ships, tenant, or supported activities in support of logistics Automated Information Systems (AIS) operations. These services consist of, but are not limited to: providing computer operations, providing users training, providing LAN administration, providing computer maintenance, troubleshooting application software, developing utility programs, analyzing data produced by software applications, evaluating software applications for shipboard use, conducting automated configuration management and life cycle support, evaluating software applications and routines, and providing systems interface assistance when required. Additionally the TYCOM is responsible for managing, operating, and maintaining Continuity of Operations (COOP) vans to support ships and tenant activities by providing a back-up set of computer hardware and software systems to operate the Shipboard Non-Tactical Automated data Processing (SNAP) applications. The COOP vans are also utilized to support the TYCOM staff and tenant activities in support of:

- Emergent tasks requiring special or augmented computer support
- Providing software and logistics support as well as additional computer operations to assist in alleviating backlogs
- Other computer operations support as directed

2.0 Description of Work

The contractor shall provide all necessary NTCSS and SNAP ADP System/Subsystem services/support to accomplish each TYCOM ADP service set forth herein. NTCSS and SNAP ADP System/Subsystem services/support in this Performance Work Statement (PWS) include: NTCSS Computer System maintenance/documentation; GFE and COTS software installation/transition; user training; support to remote sites; computer operations support; LAN administration/training; and hardware/software maintenance services.

2.1 Life Cycle Management. The contractor shall provide technical support in the area of Life Cycle Management (LCM) of Management Information Systems currently installed in support of TYCOM operations. The information management systems currently supported under SNAP or NTCSS include:

- Relational Supply (R-Supply CY04) Unit Level,
- Relational Supply (R-Supply CY04) Force Level,
- Relational Supply (R-Supply Viking) Force Level,
- Relational Supply (R-Supply Viking) Unit Level,

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- Relational Supply (R-Supply Patriot) Unit Level,
- Relational Supply (R-Supply Patriot) Force Level,
- Naval Aviation Logistics Command Management Information System (NALCOMIS),
- Organizational Maintenance Management System-Next Generation (OMMS-NG),
- Supply and Financial Management System (SFM),
- Maintenance Data System (MDS),
- Aviation Inventory Management System Pack-Up Kit (AIMS/PUK),
- Shipboard Automated Medical System (SAMS),
- WINSALTS,
- UNIX,
- Microsoft Windows Server 2003/2007,
- Microsoft Windows Workstation,
- LAN System used in NTCSS/SNAP and other systems currently in development to modify and/or replace the above listed systems.

2.1.1 The contractor shall review Government-provided NTCSS and SNAP LCM Plans and will define and project recommended hardware and software requirements for the TYCOM on a biannual basis. The recommended hardware and software requirements shall include information to allow the Government to develop a procurement package. This information shall include equipment nomenclature, model number, part number, specifications, estimated price, and vendor-related information. Upon TYCOM review and approval of the recommended hardware and software support requirements, the contractor shall prepare an abbreviated system decision paper (ASDP) as the basis for acquiring information technology products and documenting functional requirements. These actions shall be performed during fleet-wide shipboard NTCSS System/Subsystem hardware platform upgrade and/or when directed by TYCOM.

Deliverable: Abbreviated System Decision Paper. This shall be delivered in Microsoft Word format and shall be due biannually by the end of first and third quarter of the current fiscal year, or 30 December and 30 June, respectively.

2.2 Logistics Support. The contractor shall provide logistics support services associated with the operation and maintenance of TYCOM ADP/Logistics operations. This shall include functional testing of Navy unique and off-the-shelf hardware and software interfaces with existing logistics automated information system. Upon successful completion of functional testing and compatibility with existing Navy NTCSS System/Subsystem, the contractor shall install and integrate the Navy unique and off-the-shelf hardware and software into the TYCOM

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ADP/Logistics operations.

2.2.1 Computer Hardware Maintenance Support. The contractor shall provide quarterly and semi-annual preventive maintenance services, hardware fault troubleshooting, and performing corrective maintenance actions including removal/replacement of electronic circuit card assemblies such as Motherboard, Power Supply Module, Video Display Card, CPU, RAM, and any internal/external interface cable that are integral components of Government Furnished Equipment (GFE) and Commercial Off The Shelf (COTS) hardware platform. Currently installed GFEs and COTS hardware platform in support of TYCOM operations at COMNAVSURFPAC include NTCSS CY04 /AN/UYK-158A(V)10 System/Subsystem, NTCSS VIKING/AN/UYK-163(V)3 System/Subsystem, NTCSS PATRIOT (AN/UYK-163(V)4 System/Subsystem, IBM compatible Domain Controllers, Applications Servers, Workstations, and Printers, in addition to various mobile COOP vans stored at Naval Station Building 127.

During periods of on-site NTCSS COOP Van support services, the contractor shall provide recommendations to TYCOM regarding coordination of NTCSS/SNAP COOP Van delivery/temporary transfer of custody to receiving fleet units. If repair part is required of the NTCSS/SNAP COOP Van facilities during periods of on-site fleet support, the contractor shall submit a purchase requisition package including nomenclature, model number, part number, specifications, estimated price, and vendor-related information for review and approval by the COR. All repair parts shall be ordered by the COR or a Logistic Specialists (LS) Government employee and shall be installed by the contractor.

Deliverable: Purchase requisition package which shall include nomenclature, model number, part number, specifications, estimated price, and vendor-related information. This shall be delivered in Microsoft Word format and shall be due monthly on the 30th of the month.

2.2.2 Computer Software Support. The contractor shall provide troubleshooting of off-the-shelf and GFE software for all versions of NTCSS and SNAP systems installed in Building 127. The contractor shall perform all required installation and/or upgrade of NTCSS and SNAP operating system and application programs, both off-the-shelf and GFE, maintaining all updates in a current status as directed by Commander Naval Surface Force Pacific (CNSP).

2.2.3 SNAP/NTCSS Hardware/Software/LAN Administration Training Support. The contractor shall provide NTCSS Hardware/Software/LAN Administration training to fleet personnel in a seminar setting upon fleet unit request. The training seminar shall cover any/all versions of NTCSS System/Subsystem including CY04, Patriot, and Viking versions. The contractor shall also provide training to fleet personnel in SNAP/NTCSS LAN administration and troubleshooting upon fleet unit request. Ships currently use Microsoft Windows XP/Windows 7 for LAN management; however, LAN training will be adjusted and approved if LAN management software used in the Fleet changes. LAN training seminars include Basic and Intermediate Windows LAN Administration. LAN Administration training on a one-on-one basis may also be required. The contractor shall develop, present, and update seminar lesson plans and all training materials needed to support future seminars and changes to the existing seminar based on technology changes.

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2.2.4 Maintenance and operation of Local Area Network System. The contractor shall provide technical expertise in support of CNSP SNAP/NTCSS systems, CNSP seminar classrooms, and SNAP/NTCSS system users in Naval Station Building 127. The contractor shall provide LAN infrastructure fault analysis, troubleshooting, and repairs of all LAN components and devices, such as: Routers/Switches, Domain controllers, Application Servers, Workstations, and Network Printers. The contractor shall also create and maintain all user accounts, resolve trouble reports, and correct hardware and software problems. The contractor shall research, recommend, and apply software updates as required to support day-to-day NTCSS and SNAP operations.

Deliverable: Operational status report of Local Area Network Systems shall be delivered in Microsoft Word format and shall be due monthly on the 30th of the month.

2.3 COOP Van Remote Site Installation. The contractor shall coordinate remote site delivery, installation, implementation, and return of TYCOM COOP vans and related hardware and software support. This effort shall include coordination of custodial transfer procedures and transportation, testing and validation of equipment content and condition, on-site hardware installation and maintenance as required. The contractor shall provide a detailed oral and written electronic status report on the COOP van equipment upon completion of transfer.

Deliverable: Inventory and material condition status report of the COOP van equipment shall be delivered in Microsoft Word format and shall be due monthly by the 30th of the month.

3.0 Special Considerations

3.1 Period of Performance. The Base Year period of performance will be from 21 January 2015 through 30 Sep 2015; Option Year 1 period of performance will be from 1 October 2015 through 30 September 2016; Option Year 2 period of performance will be from 1 October 2016 through 30 September 2017.

3.2 Place of Performance. All work shall be performed at COMNAVSURFOR, Bldg. 127, Naval Base, San Diego, or on ships and shore facilities as requested by the Technical Point of Contact (TPOC).

3.3 Travel. The contractor may be required to make various trips in support of this PWS and is estimated as follows:

- a. Two trips to Yokosuka/Sasebo, JA for a 14-day period.
- b. One trip to Pearl Harbor, HI for a 6-day period.
- c. One trip to Bremerton, WA for a 6-day period.

Contractor travel will be in accordance with the Joint Travel Regulations (JTR). Estimated Federal Government per diem rates will apply to contractor travels.

3.4 Security Level. All tasks described are Unclassified.

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4.0 Monthly Contractor's Progress, Status, and Management Report

In addition to other deliverables, this report shall be provided to the Government to document the status of the program. The report shall include costs, document assigned task status; information on any existing or potential problems, personnel changes, and software. Report should be submitted in Microsoft Word format on the 30th of each month.

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SECTION D PACKAGING AND MARKING

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

1.0 GENERAL.

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

2.0 DATA PACKAGE LANGUAGE

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

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

3.0 MARKING OF REPORTS

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

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

IAW SUBPART 5237.2—ADVISORY AND ASSISTANCE SERVICES

5237.203-90 (FAR 37.203) Policy.

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

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

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at the Program Manager or comparable level.

(f) Name and address of requiring activity.

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000AA	1/21/2015 - 9/30/2015
9000AA	1/21/2015 - 9/30/2015

CLIN - DELIVERIES OR PERFORMANCE

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

8000	1/21/2015 - 9/30/2015
8100	10/1/2015 - 9/30/2016
8200	10/1/2016 - 9/30/2017
9000	1/21/2015 - 9/30/2015
9100	10/1/2015 - 9/30/2016
9200	10/1/2016 - 9/30/2017

Services to be performed hereunder will be provided at COMNAVSURFOR, Bldg. 127, Naval Base, San Diego, CA.

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SECTION G CONTRACT ADMINISTRATION DATA

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

2 in 1

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

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

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Government

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00244
Admin DoDAAC	S2404A
Inspect By DoDAAC	RP0007
Service Approver (DoDAAC)	RP0007
Service Acceptor (DoDAAC)	RP0007
DCAA Auditor DoDAAC	HAA47B

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

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

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

LSCS La Dala

Email: la.dala@navy.mil

(g) WAWF point of contact.

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

See above

(Contracting Officer: Insert applicable information or "Not applicable.")

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

N00244G109 CONTRACT ADMINISTRATION FUNCTIONS (MAR 1996) (FLCSD)

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

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

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

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

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

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

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

Negotiate changes to interim billing prices.

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

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

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

Prepare evaluations of contractor performance in accordance with subpart 42.15.

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

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

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

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

CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2011)

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

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

(c) The Task Order Contracting Officer is:

Name: Joel Judy

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

Email: joel.judy@navy.mil

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

Name: Gary Thomas

Phone: 619-556-5109

Email: gary.p.thomas@navy.mil

CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (JUN 2011)

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

Name: Jeff Matens

Title: Southwest Regional Manager

Mailing Address: 2247 San Diego Avenue, San Diego, CA 92110

Telephone: 619-296-4110

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Email: jmatens@manconinc.com

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

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

Accounting Data

SLINID	PR Number	Amount
8000AA	RP000715RC0024C	82161.18
LLA :		
AA 1751804 70BD 252 53824 S 060957 2D C0024C P00075NU000Q		
9000AA	RP000715RC0024C	15000.00
LLA :		
AA 1751804 70BD 252 53824 S 060957 2D C0024C P00075NU000Q		

BASE Funding 97161.18
Cumulative Funding 97161.18

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

(a) Definitions.

As used in this clause:

Covered employee means an individual who-

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

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

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

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

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

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

(iii) Gifts, including travel.

(2) Financial interests may arise from-

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

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

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

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

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

(vi) Real estate investments;

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

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

(b) Requirements. The Contractor shall --

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

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

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

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annual basis; and

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

(2) For each covered employee --

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

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

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

(3) Inform covered employees of their obligation --

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

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

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

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

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

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

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

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

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

(i) Agree to a plan to mitigate the personal conflict of interest; or

(ii) Waive the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest. (3) Inform covered employees of their obligation --

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

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

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

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

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

(6) Report to the Contracting Officer any apparent personal conflicts-of interest violation by a covered employee as soon as identified. This report shall include a description of the apparent

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violation and the actions taken by the Contractor in response to the apparent violation. Personal conflict-of-interest violations include --

- (i) Failure by a covered employee to disclose a personal conflict of interest; and
 - (ii) Use by a covered employee of non-public Government information for personal gain.
- (c) Mitigation or Waiver. (1) In circumstances when the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b) (2) (i) of this clause, the Contractor may submit a request to the Contracting Officer to--
- (i) Agree to a plan to mitigate the personal conflict of interest; or
 - (ii) Waive the requirement.
- (2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
- (3) The contractor shall—
- (i) Comply, and require compliance by the covered employee, with any conditions imposed by Government as necessary to mitigate the personal conflict of interest; or
 - (ii) Remove the contractor employee from performance of the contract or terminate the applicable subcontract.
- (d) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b), (c) (3), or (e) of this clause may render the Contractor subject to--
- (1) Suspension of contract payments;
 - (2) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (3) Termination of the contract for default or cause, in accordance with the termination clause of this contract;
 - (4) Disqualification of the Contractor from subsequent related contractual efforts; or
 - (5) Suspension or debarment.
- (e) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts that include requirements for mentor/advisor services.

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

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

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

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

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accordance with this clause.

(b) The offeror agrees that:

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

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

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

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

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

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

NAVSUP 5252.242-9402 TECHNICAL DIRECTION (FEB 1999)

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

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

(1) Date of TDL;

(2) Contract and TDL number;

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- (3) Reference to the relevant section or item in the statement of work;
- (4) Signature of TPOC;
- (5) A copy shall be sent to the Contracting Officer for review.
- (c) Each TDL issued hereunder are subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.
- (d) When, in the opinion of the contractor, a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the TPOC and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.
- (e) Oral technical directions may be given by the TPOC only in emergency circumstances, and provided that any oral technical direction is reduced to writing by the TPOC within two (2) working days of its issuance.
- (f) Amendment to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the TPOC in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.
- (g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

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

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

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

--If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request

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form. The visit request will be renewed annually or for the duration of the contract if less than one year.

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

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

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

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

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

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

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

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

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

Name: LSCM Chester Gorriceta

Code: CNSP, N41

Mailing Address: 3455 Sturtevant Rd Ste 1, BLDG 127, Naval Station San Diego, CA 92136

Telephone: 619-556-5747

Email: chester.gorriceta@navy.mil

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

Name:

Code:

Mailing Address:

Telephone:

Email:

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

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

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SECTION I CONTRACT CLAUSES

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

CLAUSES INCORPORATED BY REFERENCE

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

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

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

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

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

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

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

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

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

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

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contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.237-3 CONTINUITY OF SERVICES (Jan 1991)

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

(1) Furnish phase-in training; and

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

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

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

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

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall

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not be considered when determining whether development was at government, private, or mixed expense.

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

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

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

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

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(B) A release or disclosure to—

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

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

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

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

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

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

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

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

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

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

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

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(iv) Form, fit, and function data;

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

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

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

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

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

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

(2) Government purpose rights.

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

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

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

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

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

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or (B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

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

(3) Limited rights.

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

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contractors;

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

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Contractor Address

Expiration Date

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

reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or

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disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs

incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

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

(k) Applicability to subcontractors or suppliers.

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

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

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

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

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

(End of clause)

NAVSUP 5252.242-9404 REPORTING REQUIREMENTS (JAN 1992)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

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

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

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

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

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SECTION J LIST OF ATTACHMENTS

Quality Assurance Surveillance Plan

Contract Administration Plan

Contract Data Requirements List (CDRLs)