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|---|--|--|--|-------------------------------------|---|-----------------|-------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | PAGE 1 | OF 1 | PAGES 2 |
| 2. AMENDMENT/MODIFICATION NUMBER P00008 | | 3. EFFECTIVE DATE 07/21/2020 | 4. REQUISITION/PURCHASE REQUISITION NUMBER 1300868981 | | 5. PROJECT NUMBER (If applicable) N/A | | |
| 6. ISSUED BY NAVAIR Weapons Division 429 East Bowen Road Stop 4015 China Lake, CA 93555-6108 | | CODE N68936 | 7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly, VA 20151 | | CODE S2404A | SCD C | |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) Basic Engineering Concepts Technologies, Inc. 908 King St. Ste LL Alexandria, Virginia 22314 | | | | <input checked="" type="checkbox"/> | 9A. AMENDMENT OF SOLICITATION NUMBER | | |
| | | | | <input type="checkbox"/> | 9B. DATED (SEE ITEM 11) | | |
| | | | | <input checked="" type="checkbox"/> | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-04-D-4021/N6893618F3001 | | |
| | | | | | 10B. DATED (SEE ITEM 13) 02/08/2018 | | |
| CODE 1CAZ8 | | FACILITY CODE 969868082 | | | | | |

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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 letter or electronic communication, provided each letter or electronic communication 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 NUMBER AS DESCRIBED IN ITEM 14.

| | |
|-------------------------------------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22 |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

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

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|--|------------------|---|---------------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott Hansen , Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i> | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA /s/Scott Hansen <i>(Signature of Contracting Officer)</i> | 16C. DATE SIGNED 07/21/2020 |

Previous edition unusable

General Information

The Line of Accounting information is hereby changed as follows:

7213:

From:

To: CJ 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005714608

The total amount of funds obligated to the task order is hereby increased from \$5,974,180.00 by \$1,233,966.00 to \$7,208,146.00.

| CLIN/SLIN | Fund Type | From | By | To |
|------------------|------------------|-------------|-----------|-----------|
| 7213 | FMS | \$0.00 | | |
| 722302 | FMS | \$0.00 | | |
| 722303 | FMS | \$0.00 | | |
| 722304 | FMS | \$0.00 | | |
| 722305 | FMS | \$0.00 | | |
| 723102 | WPN | \$0.00 | | |
| 724103 | WPN | \$0.00 | | |
| 724104 | WPN | \$0.00 | | |
| 724105 | WPN | \$0.00 | | |
| 724106 | WPN | \$0.00 | | |
| 724107 | WPN | \$0.00 | | |
| 724108 | WPN | \$0.00 | | |

The total value of the task order is hereby increased/decreased from \$13,892,601.00 by \$0.00 to \$13,892,601.00.

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|------|------|-----------|-----------|------|
| 7013 | R425 | Base Year - Labor - SM-1 (FMS Case #AAAAAA) | 1.00 | Lot | | | |
| 701301 | R425 | PR 1300729144 ACRN AT (FMS) | | | | | |
| 7023 | R425 | Base Year - Labor - SM-2 (FMS Case #AAAAAA) | 1.00 | Lot | | | |
| 702301 | R425 | PR 1300695719-0003 ACRN AP (WCF) | | | | | |
| 702302 | R425 | PR 1300695719-0003 ACRN AQ (WCF) | | | | | |
| 702303 | R425 | PR 1300695719-0003 ACRN AR (WCF) | | | | | |
| 702304 | R425 | PR 1300695719-0003 ACRN AS (WCF) | | | | | |
| 702305 | R425 | PR 1300729144 ACRN AT (FMS) | | | | | |
| 7031 | R425 | Base Year - Labor - SM-3 (Fund Type - TBD) | 1.00 | Lot | | | |
| 703101 | R425 | PR 1300695719 De-obligationACRN AG (WCF) | | | | | |
| 703102 | R425 | PR 1300695719 ACRN AD (WCF) | | | | | |
| 703103 | R425 | PR 1300695719-0003 ACRN AH (WCF) | | | | | |
| 703104 | R425 | PR 1300695719-0003 ACRN AJ (WCF) | | | | | |
| 7041 | R425 | Base Year - Labor - SM-6 (Fund Type - TBD) | 1.00 | Lot | | | |
| 704101 | R425 | PR 1300695719 de-obligation ACRN AA (WCF) | | | | | |
| 704102 | R425 | PR 1300695719 de-obligation ACRN AB (WCF) | | | | | |
| 704103 | R425 | PR 1300695719-0003 ACRN AJ (WCF) | | | | | |
| 704104 | R425 | PR 1300695719-0003 ACRN AK (WCF) | | | | | |
| 704105 | R425 | PR 1300695719-0003 ACRN AL (WCF) | | | | | |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|------|------|-----------|-----------|------|
| 704106 | R425 | PR 1300695719-0003 ACRN AM (WCF) | | | | | |
| 704107 | R425 | PR 1300729144 ACRN AU (WCF) | | | | | |
| 704108 | R425 | PR 1300729144 ACRN (WCF) | | | | | |
| 704109 | R425 | PR 1300729144 ACRN (WCF) | | | | | |
| 704110 | R425 | PR 1300729144 ACRN (WCF) | | | | | |
| 704111 | R425 | PR 1300729144 ACRN (WCF) | | | | | |
| 704112 | R425 | PR 1300729144 ACRN (WCF) | | | | | |
| 704113 | R425 | PR 1300729144 ACRN (WCF) | | | | | |
| 704114 | R425 | PR 1300729144 ACRN (WCF) | | | | | |
| 7051 | R425 | Base Year - Labor - RAM (Fund Type - TBD) | 1.00 | Lot | | | |
| 705101 | R425 | PR 1300695719 De-obligation ACRN AC (WCF) | | | | | |
| 705102 | R425 | PR 1300695719 ACRN AD (WCF) | | | | | |
| 705103 | R425 | PR 1300729144 ACRN BC (WCF) | | | | | |
| 705104 | R425 | PR 1300729144 ACRN BD (WCF) | | | | | |
| 705105 | R425 | PR 1300729144 ACRN BE (WCF) | | | | | |
| 7061 | R425 | Base Year - Labor - ESSM (Fund Type - TBD) | 1.00 | Lot | | | |
| 706101 | R425 | PR 1300695719 ACRN AE (WCF) | | | | | |
| 706102 | R425 | PR 1300695719 ACRN AF (WCF) | | | | | |
| 706103 | R425 | PR 1300695719-0003 ACRN AN (WCF) | | | | | |
| 706104 | R425 | PR 1300729144 ACRN BF (WCF) | | | | | |
| 706105 | R425 | PR 1300729144 ACRN BG (WCF) | | | | | |
| 706106 | R425 | PR 1300729144 ACRN BM (WCF) PR 1300729144 ACRN BL (WCF) | | | | | |
| 706107 | R425 | | | | | | |
| 7113 | R425 | Option YR 1 - Labor - SM-1 (FMS Case #JAPFVE) | 1.00 | Lot | | | |
| 711301 | R425 | PR: 1300780588 ACRN: BN (FMS) | | | | | |
| 7123 | R425 | Option YR 1 - Labor - SM-2 (FMS Case #AAAAAA) | 1.00 | Lot | | | |
| 712301 | R425 | PR# 130078058800002 ACRN: BP (FMS) | | | | | |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|------|------|-----------|-----------|------|
| 712302 | R425 | PR# 130078058800003 ACRN: BQ (FMS) | | | | | |
| 712303 | R425 | PR# 1300797977 ACRN: BZ (FMS) | | | | | |
| 712304 | R425 | PR# 1300797977 ACRN: BZ (WCF) | | | | | |
| 712305 | R425 | PR# 1300797977 ACRN: BZ (WCF) | | | | | |
| 7131 | R425 | Option YR 1 - Labor - SM-3 (WPN) | 1.00 | Lot | | | |
| 713101 | R425 | PR# 130078058800004 ACRN: BR (WCF) | | | | | |
| 713102 | R425 | PR# 1300797977 ACRN: BZ (WCF) | | | | | |
| 7141 | R425 | Option YR 1 - Labor - SM-6 (WPN) | 1.00 | Lot | | | |
| 714101 | R425 | PR#130078058800005 ACRN: BS (WCF) | | | | | |
| 714102 | R425 | PR# 130078058800006 ACRN: BT (WCF) | | | | | |
| 714103 | R425 | PR# 1300797977 ACRN: BZ (WCF) | | | | | |
| 714104 | R425 | PR# 13007979770001 ACRN: BZ (WCF) | | | | | |
| 714105 | R425 | PR# 13007979770001 ACRN: BZ (WCF) | | | | | |
| 714106 | R425 | PR# 13007979770001 ACRN: BZ (WCF) | | | | | |
| 714107 | R425 | PR# 13007979770001 ACRN: BZ (WCF) | | | | | |
| 7151 | R425 | PR# 1300841476 ACRN: AA: incr. funding (WPN) | 1.00 | Lot | | | |
| 715101 | R425 | Option YR 1 - Labor - RAM (WPN) | | | | | |
| 715102 | R425 | PR# 130078058800007 ACRN: BU (WCF) | | | | | |
| 7161 | R425 | PR# 130078058800008 ACRN: BV (WCF) | 1.00 | Lot | | | |
| 716101 | R425 | Option YR 1 - Labor - ESSM (WPN) | | | | | |
| 716102 | R425 | PR# 130078058800009 ACRN: BW (FMS) | | | | | |
| 716103 | R425 | PR# 130078058800010 ACRN: BX (WCF) | | | | | |
| 716104 | R425 | PR# 130078058800011 ACRN: BY (WCF) | | | | | |
| 7213 | R425 | PR# 1300797977 ACRN: BZ (WCF) | | | | | |
| 7223 | R425 | Option YR 2 - Labor - SM-1 (FMS Case #AA-A-AAA) | 1.00 | Lot | | | |
| 722301 | R425 | | | | | | |
| 722302 | R425 | Option YR 2 - Labor - SM-2 (FMS Case #at-n-esa) | 1.00 | Lot | | | |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|------|------|-----------|-----------|------|
| 722303 | R425 | incremental funding (FMS) | | | | | |
| 722304 | R425 | incremental funding (FMS) | | | | | |
| 722305 | R425 | Incremental funding (FMS) | | | | | |
| 7231 | R425 | Option YR 2 - Labor - SM-3 (WPN) | 1.00 | Lot | | | |
| 723101 | R425 | LABOR-SM-3 (RDDA) | | | | | |
| 723102 | R425 | Incremental funding (WPN) | | | | | |
| 7241 | R425 | Option YR 2 - Labor - SM-6 (WPN) | 1.00 | Lot | | | |
| 724101 | R425 | SM-6 (WPN) | | | | | |
| 724102 | R425 | SM-6 (RDT&E) | | | | | |
| 724103 | R425 | Incremental funding (WPN) | | | | | |
| 724104 | R425 | Incremental funding (WPN) | | | | | |
| 724105 | R425 | Incremental funding (WPN) | | | | | |
| 724106 | R425 | Incremental funding (WPN) | | | | | |
| 724107 | R425 | Incremental funding (WPN) | | | | | |
| 724108 | R425 | incremental funding (WPN) | | | | | |
| 7251 | R425 | Option YR 2 - Labor - RAM (WPN) | 1.00 | Lot | | | |
| 725101 | R425 | RAM (FMS) | | | | | |
| 725102 | R425 | ram (WPN) | | | | | |
| 7261 | R425 | Option YR 2 - Labor - ESSM (WPN) | 1.00 | Lot | | | |
| 726101 | R425 | ESSM (FMS) | | | | | |
| 7323 | R425 | Option YR 3 - Labor - SM-2 (FMS Case #AAAAAAA) Option | 1.00 | Lot | | | |
| 7331 | R425 | Option YR 3 - Labor - SM-3 (WPN) Option | 1.00 | Lot | | | |
| 7341 | R425 | Option YR 3 - Labor - SM-6 (WPN) Option | 1.00 | Lot | | | |
| 7351 | R425 | Option YR 3 - Labor - RAM (WPN) Option | 1.00 | Lot | | | |
| 7361 | R425 | Option YR 3 - Labor - ESSM (WPN) Option | 1.00 | Lot | | | |
| 7423 | R425 | Option YR 4 - Labor - SM-2 (FMS Case #AAAAAAA) Option | 1.00 | Lot | | | |
| 7431 | R425 | Option YR 4 - Labor - SM-3 (WPN) Option | 1.00 | Lot | | | |
| 7441 | R425 | Option YR 4 - Labor - SM-6 (WPN) Option | 1.00 | Lot | | | |
| 7451 | R425 | Option YR 4 - Labor - RAM (WPN) Option | 1.00 | Lot | | | |
| 7461 | R425 | Option YR 4 - Labor - ESSM (WPN) Option | 1.00 | Lot | | | |

ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|------|------|-----------|
| 9023 | R425 | Base Year - Travel/Material ODC - SM-2 (FMS Case #AAAAAA) | 1.00 | Lot | |
| 902301 | R425 | PR 1300729144 ACRN BH (WCF) | | | |
| 902302 | R425 | PR 1300729144 ACRN BJ (WCF) | | | |
| 902303 | R425 | PR 1300729144 ACRN BC (WCF) | | | |
| 9041 | R425 | PR 1300729144 ACRN BC (WCF) | | Lot | |
| 904101 | R425 | Base Year - Travel/Material ODC - SM-6 (Fund Type - TBD) | 1.00 | | |
| 904102 | R425 | PR 1300695719 de-obligation ACRN AB (WCF) | | | |
| 904103 | R425 | PR 1300695719 ACRN AD (WCF) | | | |
| 9051 | R425 | PR 1300729144 ACRN BK (WCF) | | Lot | |
| 905101 | R425 | Base Year - Travel/Material ODC - RAM (Fund Type - TBD) | 1.00 | | |
| 9061 | R425 | PR 1300695719 ACRN AD (WCF) | 1.00 | Lot | |
| 906101 | R425 | PR 1300695719 ACRN AD (WCF) | | | |
| 906102 | R425 | Base Year - Travel/Material ODC - ESSM (Fund Type - TBD) | | | |
| 9123 | R425 | PR 1300695719 ACRN AF (WCF) | 1.00 | Lot | |
| 912301 | R425 | PR 1300729144 ACRN BL (WCF) | | | |
| 9141 | R425 | Option YR 1 - Travel/Material ODC - SM-2 (FMS Case #AAAAAA) | 1.00 | Lot | |
| 9151 | R425 | PR# 130078058800012 ACRN: BN (FMS) | 1.00 | Lot | |
| 9161 | R425 | Option YR 1 - Travel/Material ODC - SM-6 (WPN) | 1.00 | Lot | |
| 9223 | R425 | Option YR 1 - Travel/Material ODC - RAM (WPN) | 1.00 | Lot | |
| 9241 | R425 | Option YR 1 - Travel/Material ODC - ESSM (WPN) | 1.00 | Lot | |
| 9251 | R425 | Option YR 2- Travel/Material ODC - SM-2 (FMS Case #AA-A-AAA) | 1.00 | Lot | |
| 9261 | R425 | Option YR 2 - Travel/Material ODC - SM-6 (WPN) Option | 1.00 | Lot | |
| 926101 | R425 | Option YR 2 - Travel/Material ODC - RAM (WPN) | | | |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|------|------|---|------|------|-----------|
| 9323 | R425 | Option YR 3 - Travel ODC - SM-2 (FMS Case #AAAAAAA) Option | 1.00 | Lot | |
| 9341 | R425 | Option YR 3 - Travel ODC - SM-6 (WPN) Option | 1.00 | Lot | |
| 9351 | R425 | Option YR 3 - Travel ODC - RAM (WPN) Option | 1.00 | Lot | |
| 9361 | R425 | Option YR 3 - Travel ODC - ESSM (WPN) Option | 1.00 | Lot | |
| 9423 | R425 | Option YR 4 - Travel ODC - SM-2 (FMS Case #AAAAAAA) Option | 1.00 | Lot | |
| 9441 | R425 | Option YR 4 - Travel ODC - SM-6 (WPN) Option | 1.00 | Lot | |
| 9451 | R425 | Option YR 4 - Travel ODC - RAM (WPN) Option | 1.00 | Lot | |
| 9461 | R425 | Option YR 4 - Travel ODC - ESSM (WPN) Option | 1.00 | Lot | |

Contract Specialist: Robert Roulusonis

Code D222000

Phone Number 760-939-8684

Email: Robert.roulusonis@navy.mil

Contracting Officer: Scott Hansen

Code D222000

Phone Number 760-939-8958

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Section C - Description/Specifications/Statement of Work

(1) Clauses specified in Section C of the basic SeaPort-e contract are hereby fully and expressly incorporated into this task order.

(2) The Contractor shall provide SERVICES in accordance with Section C-Performance Work Statement (PWS) for TechRep to Support the Program Executive Office (PEO) Integrated Warfare Systems (IWS) Technical Representative Office, unless otherwise specified.

Performance Work Statement (PWS)

Surface Missile Technical Representative Office, Tucson

5/9/2017

1.0 SCOPE.

This PWS is for the Program Executive Office (PEO) Integrated Warfare Systems (IWS) Technical Representative (TechRep) office located in Tucson, Arizona.

The scope of this task order (TO) is to provide TechRep Engineering and Logistics Support Services to support the Program Manager Representative's mission to the Surface Weapons Technical Representative (TechRep) Office. These services provide integrated engineering, logistics, test equipment, and programmatic support for missiles in production (Standard Missile (SM)-1/2/3/6, Rolling Airframe Missile (RAM), and Evolved Sea Sparrow Missile (ESSM), development and other missile efforts to include advance programs and international efforts. The support includes missile software; test equipment; missile hardware; missile and test equipment configuration management; and Government Owned Material (GOM) management. The work will be performed primarily at the Raytheon Tucson Airport site. In addition, the office has off-site activities in Camden, Arkansas; Huntsville, Alabama; Orange, VA; Port Hueneme, CA; and Seal Beach, CA.

1.1 BACKGROUND.

The Navy's TechRep office was established as an extension of the PEO IWS Program Office (PEO IWS 3). The primary role of the TechRep office is to actively provide direct and dedicated on-site technical direction and control of the Surface Navy Missile and AEGIS BMD Programs at Raytheon Missile Systems (RMS) – Tucson, Arizona, augmented by contractor support.

2.0 APPLICABLE DOCUMENTS.

2.1 The Government will provide all necessary documents to the Contractor as required. Throughout the life of the contract, if any instruction or document is replaced or superseded, the replacement or superseding instruction or document shall be applicable to the requirements defined in this PWS.

2.1.1 Mandatory Guidance. Following guidance is mandatory for work carried out under this task order. This effort is in support of TechRep function as defined in DFARS 242.74.

3.0 Performance Requirements

The following section specifies the Performance Objectives and Performance Elements for the contract.

3.1 Hardware Engineering and Management Support

Duties include participation in technical and programmatic matters associated with the planning, development, implementation, review, production and life-cycle support of Surface Missiles hardware development. (CDRL A001)

3.1.1 The contractor shall provide technical assessment for major projects, proposals, project planning, and direction of technical instruction (TI) and design efforts. (CDRL A004)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical feasibility of implementation, and supports an integrated program plan or schedule.

AQL: 100%

3.1.2 The contractor shall review and assess hardware technical documentation for Change Control Boards (CCB), design reviews, and formal/informal peer reviews. (CDRL A004)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical feasibility of implementation, and supports an integrated program plan or schedule.

AQL: 100%

3.1.3 The contractor shall facilitate and coordinate exchange of technical communications between RMS Hardware Engineering community and Government agencies (IWS; Missile Defense Agency (MDA); Johns Hopkins University/Applied Physics Laboratory (JHU/APL); and Naval Air Warfare Center, Weapons Division (NAWCWD).

Performance Standards

a) STD: Technical communications should be clear, concise, foster dialogue, and enable technical decision making.

AQL: 100%

3.1.4 The contractor shall review engineering development documentation, including Hardware Engineering TI activities. (CDRL A004)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical and programmatic feasibility of implementation, and supports an integrated program plan or schedule.

AQL: 100%

3.1.5 The contractor shall witness and provide technical assessment of integration activities, qualification tests, and test readiness reviews for hardware activities. (CDRL A004)

Performance Standards

a) STD: Technical assessment of test plans, test procedures, and Test Data Review is thorough and witnessed tests are completed per test plans and procedures.

AQL: 100%

3.1.6 The contractor shall review and provide assessment of technical and schedule risk for hardware activities. (CDRL A004)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical feasibility of implementation, and supports an integrated program plan or schedule.

AQL: 100%

3.1.7 The contractor shall provide recommendations for planning and allocation of tasks for on-going and start-up activities for hardware activities. (CDRL A005)

Performance Standards

a) STD: The contractor's plan to prioritize and allocate tasks is thorough and supports the overall integrated program plan and schedule.

AQL: 100%

3.1.8 The contractor shall develop and coordinate technical agendas for Hardware Engineering program reviews and technical exchanges. (CDRL A002)

Performance Standards

a) STD: Contractor developed agendas are thorough and timely to support overall program review schedules.

AQL: 100%

3.1.9 The contractor shall review and provide technical assessments of Hardware Engineering documents. (CDRL A004)

Performance Standards

a) STD: Contractor's technical assessments of hardware documents are thorough and complete and submitted in time to support overall program milestones and schedules.

AQL: 100%

3.1.10 The contractor shall provide technical assessments and recommendations for Permit-to-Ship (PTS) and major engineering and design/readiness reviews, such as Preliminary Design Review (PDR), Critical Design Review (CDR), Missile Readiness Review (MRR), and Mission Control Panel (MCP). (CDRL A003, A004, A005)

Performance Standards

a) STD: Contractor's technical assessments and recommendations of hardware documents are thorough and complete and submitted in time to support overall program milestones and reviews.

AQL: 100%

3.1.11 The contractor shall provide technical assessments for Government and Contractor Integrated Product Teams (IPTs) to identify and resolve missile hardware problems. (CDRL A004)

Performance Standards

a) STD: Technical assessment is thorough. Identified hardware problems and alternative solutions are evaluated including technical feasibility of implementation.

AQL: 100%

3.1.12 The contractor shall provide recommendations for realignment of efforts within technical, cost, and schedule constraints for hardware activities. (CDRL A005)

Performance Standards

a) STD: The contractor's recommendations to realign efforts are thorough and support the overall integrated program plan and schedule.

AQL: 100%

3.1.13 The contractor shall review and assess hardware documentation and presentations in support of major Surface Missiles milestone

decisions. (CDRL A004)

Performance Standards

a) STD: Contractor's technical assessment and recommendations of hardware documents are thorough and complete and submitted in time to support major program milestones and reviews with program sponsors.

AQL: 100%

3.1.14 The contractor shall prepare agendas and presentations, as well as attend, the International STANDARD MISSILE Users Group (ISMUG). (CDRL A002, A003)

Performance Standards

a) STD: Contractor developed agendas and presentations are thorough and timely to support the ISMUG schedule.

AQL: 100%

3.1.15 The contractor shall prepare and distribute planning, presentation, and follow-up documentation for FMS program reviews and technical exchanges. (CDRL A002, A003)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical feasibility of implementation, and supports the overall FMS program review objectives.

AQL: 100%

3.1.16 The contractor shall provide technical assessment of program status and performance; and proposal and life cycle support strategies for FMS efforts. (CDRL A004)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical feasibility of implementation, and supports an integrated program plan or schedule.

AQL: 100%

3.2 Software Engineering and Management Support

Duties include participation in all technical and programmatic matters associated with the planning, development, implementation, review, production and life-cycle support of Surface Missiles Software development. (CDRL A001)

3.2.1 The contractor shall provide technical assessment for major projects, proposals, project planning and direction of TI and design efforts. (CDRL A004)

Performance Standards

a) STD: Contractor's technical assessment and recommendations of software documents are thorough and complete and submitted in time to support overall program milestones and reviews.

AQL: 100%

3.2.2 The contractor shall review and assess software technical documentation for Change Control Boards (CCB), design reviews, and formal and informal peer reviews to include tasks such as panel member for software Formal Qualification Test (FQT), Test Readiness Reviews (TRR), Test Review Boards (TRB), Verify FQT execution and attend related data reviews. (CDRL A004)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical feasibility of implementation, and supports an integrated program plan or schedule.

AQL: 100%

3.2.3 The contractor shall review and provide technical assessment of software/firmware and algorithm documentation, including: code reviews, technical data package (TDP), test data, test reports, specifications, drawings, and sprint planning artifacts. (CDRL A004)

Performance Standards

a) STD: Contractor's technical assessment and recommendations of software and algorithm documentation are thorough and complete and submitted in time to support overall program milestones and reviews.

AQL: 100%

3.2.4 The contractor shall facilitate and coordinate exchange of technical communications between RMS Software Engineering community and Government agencies including Engineering Change Proposal (ECP) Leader, review of TDP and other ECP artifacts.

Performance Standards

a) STD: Technical communications should be clear, concise, foster dialogue, and enable technical decision making.

AQL: 100%

3.2.5 The contractor shall review and provide assessment of software/firmware development and documentation and coding activities including code reviews, TDP, test data, test reports, specifications, drawings, and sprint planning artifacts. (CDRL A004)

Performance Standards

a) STD: Contractor's technical assessment of software documentation and development and coding activities is thorough and complete and submitted in time to support software milestones and schedules.

AQL: 100%

3.2.6 The contractor shall review engineering development documentation, including software/firmware engineering TI activities, and provide technical assessment based upon the review. (CDRL A004)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical and programmatic feasibility of implementation, and supports an integrated program plan or schedule.

AQL: 100%

3.2.7 The contractor shall witness and provide assessment of integration activities, qualification tests, and test readiness reviews for software/firmware activities. (CDRL A004)

Performance Standards

a) STD: Technical assessment of test plans, test procedures, and Test Data Review is thorough and witnessed tests are completed per test plans and procedures.

AQL: 100%

3.2.8 The contractor shall review and provide technical assessment of software/firmware activity schedules and metrics. (CDRL A004)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical feasibility of implementation, and supports an integrated program plan or

schedule.

AQL: 100%

3.2.9 The contractor shall provide recommendations for planning and allocation of tasks for on-going and start-up activities for software/firmware activities. (CDRL A005)

Performance Standards

a) STD: The contractor's plan to prioritize and allocate tasks is thorough and supports the overall integrated program plan and schedule.

AQL: 100%

3.2.10 The contractor shall develop and coordinate technical agendas for software/firmware engineering program reviews and technical exchanges. (CDRL A002)

Performance Standards

a) STD: Contractor developed agendas are thorough and timely to support overall program review schedules.

AQL: 100%

3.2.11 The contractor shall provide technical assessments for internal Government and Contractor Integrated Product Teams (IPTs) that identify and resolve missile software problems. (CDRL A004)

Performance Standards

a) STD: Technical assessment is thorough. Problems and alternative solutions are evaluated including technical feasibility of implementation.

AQL: 100%

3.2.12 The contractor shall provide technical assessment and recommendations for Permit-to-Ship and major engineering and design/readiness reviews, such as Preliminary Design Review (PDR), Critical Design Review (CDR), Missile Readiness Review (MRR), and Mission Control Panel (MCP). (CDRL A004, A005)

Performance Standards

a) STD: Contractor's technical assessment and recommendations of software documents are thorough and complete and submitted in time to support overall program milestones and reviews.

AQL: 100%

3.2.13 The contractor shall provide recommendations for realignment of efforts within technical, cost, and schedule constraints for software/firmware activities. (CDRL A005)

Performance Standards

a) STD: The contractor's recommendations to realign efforts are thorough and support the overall integrated program plan and schedule.

AQL: 100%

3.2.14 The contractor shall review and assess formal software/firmware documentation and presentations in support of major Surface Missiles. (CDRL A004, A005)

Performance Standards

a) STD: Contractor's technical assessment and recommendations of hardware documents are thorough and complete and submitted in time to support major program milestones and reviews with program sponsors.

AQL: 100%

3.3 Systems Engineering and Management Support

Duties include providing systems engineering and management support to the TechRep, which entails: supporting all programmatic and technical efforts to integrate SM-2/3/6, RAM, ESSM, and other new missile programs. Duties also include providing engineering and technical support in the area of Surface Weapons Test Equipment and Production Test Equipment. (CDRL A001)

3.3.1 The contractor shall prepare and distribute planning, presentation, and follow-up documentation for systems engineering and test equipment technical exchanges. (CDRL A002, A003)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical feasibility of implementation, and supports the overall systems engineering and test equipment review objectives.

AQL: 100%

3.3.2 The contractor shall evaluate, assess, and provide recommendations regarding the life cycle support plans for surface weapons test equipment. (CDRL A005)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical feasibility of implementation, and supports the overall systems engineering and test equipment.

AQL: 100%

3.3.3 The contractor shall review and assess systems engineering and test equipment documentation for Failure Review Boards (FRBs), Change Control Boards (CCB), design reviews, and formal/informal peer reviews. (CDRL A004)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical and programmatic feasibility of implementation, and supports an integrated program plan or schedule.

AQL: 100%

3.3.4 The contractor shall provide engineering and technical assessment for surface weapons test equipment upgrades and implementation. (CDRL A004)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical and programmatic feasibility of implementation, and supports an integrated program plan or schedule.

AQL: 100%

3.3.4.1 Test Equipment Evaluation: evaluations of Test Equipment; provide proposals for cost, schedule, and technical impacts to Test Equipment upgrades, enhancements and maintenance activities; provide recommendations to TechRep. (CDRL A005)

Performance Standards

a) STD: Technical evaluation is thorough, addresses cost and supports an integrated program plan or schedule.

AQL: 100%

3.3.4.2 Perform test architecture reviews for developmental test equipment.

Performance Standards

a) STD: Technical reviews of developmental test equipment.

AQL: 100%

3.3.4.3 Monitor and verify progress of demonstrations and certifications; provide recommendation for hardware diagnoses, failure investigations; attend Failure Review Boards (FRBs) and Configuration Control Boards (CCBs) and conduct engineering review of changes as required. (CDRL A005)

Performance Standards

a) STD: Technical assessment is thorough, addresses technical and programmatic feasibility of implementation, and supports an integrated program plan or schedule

AQL: 100%

3.3.5 The contractor shall review engineering development documentation, including systems engineering and test equipment TI activities.

Performance Standards

a) STD: Document assessment is thorough for test equipment.

AQL: 100%

3.3.6 The contractor shall witness and provide technical assessment for integration activities, qualification tests, and test readiness reviews for surface weapons test equipment. (CDRL A004)

Performance Standards

a) STD: Technical assessment of test plans, test procedures, and Test Data Review is thorough and witnessed tests are completed per test plans and procedures.

AQL: 100%

3.3.7 The contractor shall review and assess formal systems engineering and test equipment documentation and presentations in support of major Surface Missiles. (CDRL A004)

Performance Standards

a) STD: Contractor's technical assessment and recommendations of systems engineering and test equipment documents are thorough and complete and submitted in time to support major program milestones and reviews with program sponsors.

AQL: 100%

3.4 Logistics Support

Duties include supporting Government property management and acting as the Inventory Control Point Functional Manager (ICPFM) for Government property pertaining to all Surface Weapons. (CDRL A001)

3.4.1 The contractor shall coordinate bi-weekly meetings of RMS/GOM Integrated Product Team (IPT).

3.4.2 The contractor shall coordinate bi-weekly meetings of RMS/Navy Inert Ordnance Missile (IOM)/GOM IPT.

3.4.3 The contractor shall coordinate annual meetings of GOM Working Group.

3.4.4 The contractor shall coordinate meetings of RMS/Navy Property group.

- 3.4.5 The contractor shall review and update working documents and close out GOM action items.
- 3.4.6 The contractor shall review and make recommendations for contract modifications to the TechRep Office. (CDRL A005)
- 3.4.7 The contractor shall review RMS technical proposals for compatibility and suitability with other contracts and GOM related documents.
- 3.4.8 The contractor shall provide inventory status for Government-owned Surface Missiles material. (CDRL A006)
- 3.4.9 The contractor shall develop and recommend disposition instructions for excess GOM to DCMA Plant Clearance Officer. (CDRL A008)
- 3.4.10 The contractor shall prepare and submit Material Push Documents for processing. (CDRL A007)
- 3.4.11 The contractor shall witness buildup of test assets for compliance to missile processing requirements.
- 3.4.12 The contractor shall review Raytheon's missile manufacturing work instructions and validate the shipping and storage is in accordance with Department of Transportation (DoT).
- 3.4.13 The contractor shall identify All Up Round (AUR) production issues and recommend corrective actions to ensure contract delivery requirements. (CDRL A005)
- 3.4.14 The contractor shall review and assess missile test equipment to ensure proper certification and configuration.
- 3.4.15 The contractor shall verify demonstration and validate the "proof-in" processes of new and upgraded missile test equipment capabilities.
- 3.4.16 The contractor shall provide logistical support to FMS Customers and program sponsors.

Performance Standards

a) STD: The contractor's recommendations are thorough and support the overall international ILS strategy.

AQL: 100%

3.5 Technical Instruction (TI) Management Support (CDRL A001)

- 3.5.1 The contractor shall review, edit, and submit RMS TIs for SM-2/3/6 Program Sponsors.
- 3.5.2 The contractor shall coordinate, review, and document monthly TI Reviews for SM-2 and SM-6 Program Sponsors.

3.6 Information Technology Support

Duties include on-site technical support of the hardware, software, and LAN systems of the TechRep office. The office contains 50 computer stations each with IBM compatible microcomputers with local and networked printers. The contractor will also provide technical support to offsite personal in Japan, Alabama, and Arkansas as required. The TechRep organization will remain in a modified NMCI environment. (CDRL A001)

Information Technology Support tasking will not be staffed without express written consent by the Contracting Officer.

- 3.6.1 The contractor shall provide identification and short-term resolution for hardware, software, and LAN problems. (CDRL A005)

Performance Standards

a) STD: Contractor's identification and recommended solutions to resolve hardware, software, and LAN problems are thorough and can be implemented to maintain TechRep IT operations.

AQL: 100%

3.6.2 The contractor shall report TechRep external network issues to NMCI.

Performance Standards

a) STD: Contractor's identification of external TechRep network issues is within 24 hours and follow-up with NMCI to ensure restoration of TechRep network operations.

AQL: 100%

3.6.3 The contractor shall analyze and recommend commercially available hardware and software packages for future needs of the customer.

Performance Standards

a) STD Contractor will identify applications to support NMCI and RDTE related operations and follow-through on related procurement of hardware and software packages for future tech refreshes.

AQL: 100%

3.6.4 The contractor shall set up utility programs for data manipulation and peripheral interface.

Performance Standards

a) STD: Complete

b) STD: Utility programs are fully developed and tested to support data management and peripheral connectivity in support of network operations.

AQL: 100%

3.6.5 The contractor shall provide end-user orientation and refresher training for hardware and software packages. (CDRL A003)

Performance Standards

a) STD: End-user and refresher training packages are fully developed and student training maintains and enhances user proficiency.

AQL: 100%

3.6.6 The contractor shall inspect, install, test, configure, and maintain new hardware and software packages for TechRep office.

Performance Standards

a) STD: Contractor's installation, test, configuration and maintenance of IT assets are thorough and timely to support TechRep IT operations.

AQL: 100%

3.6.7 The contractor shall provide telecommunication equipment and services for TechRep office.

Performance Standards

a) STD: Contractor will identify existing telecommunication equipment issues and services and provide follow-up for resolution with a response time within 36 hours.

AQL: 100%

3.6.8 The contractor shall configure the file structure for all required directories/subdirectories and user permissions.

Performance Standards

a) STD: The Contractor's configuration of file structure is thorough and supports alignment of directory/subdirectories for use on an approved cloud data storage service.

AQL: 100%

3.6.9 The contractor shall standardize all network connected PCs for the TechRep office.

Performance Standards

a) STD: The Contractor's PC connectivity is standard across the TechRep IT network.

AQL: 100%

3.6.10: The contractor will provide access to the Open Secure Storage Area and ensure availability of classified thin-client/VTC equipment located within.

Performance Standards

a) STD: OSSA room access permissions will be based on the SOP. Equipment outages will be reported with 24 hours.

AQL: 100%

3.7 Office Management

3.7.1 The contractor shall prepare presentation material, reports, and correspondence for Surface Weapons TechRep. (CDRL A003)

Performance Standards

a) STD: The contractor shall develop agendas, documents, Navy correspondence and presentations to be thorough and responsive within a 48 hour time period to meet the operational needs of the Surface Launched Weapons TechRep team. (CDRL A002, A003)

AQL: 100%

3.7.2 The contractor shall develop, prepare, and maintain databases for Surface Weapons TechRep.

Performance Standards

a) STD: Contractor developed databases are thorough and maintained to support the Surface Missile TechRep.

AQL: 100%

3.7.3 The contractor shall schedule internal visits for Surface Weapons program participants and external visits for Government Surface Missile TechRep Employees.

Performance Standards

a) STD: The scheduling of internal and external visitors is accurate and within 24 hours to support individual visits.

AQL: 100%

3.7.4 The contractor shall process permanent badge requests for Surface Weapons TechRep employees and program sponsors.

Performance Standards

a) STD: The processing of internal and external permanent badge requests is thorough and timely to support individual badging needs.

AQL: 100%

3.7.5 The contractor shall maintain record of training completion for all contractor and Government Surface Weapons TechRep

employees.

Performance Standards

a) STD: Contractor's developed training databases are thorough and maintained to support the Surface Missile TechRep.

AQL: 100%

3.7.6 The contractor shall research and provide resolution of Defense Travel System (DTS) problems with travel authorizations and vouchers for Government Surface Weapons TechRep employees.

Performance Standards

a) STD: Contractor's identification, research of DTS related problems, users Authorizations and Vouchers, and follow-on resolution of such issues will occur within a 12 hour period to support DTS users travel needs.

AQL: 100%

3.7.7 The contractor shall coordinate and execute administrative tasks for Standard Missile Program reviews and ISMUG.

Performance Standards

a) STD: The contractor's coordination and execution of administrative tasks are thorough and timely to support Standard Missile Program reviews and ISMUG.

AQL: 100%

3.7.8 The contractor shall coordinate and process requests, for approval of the Deputy TechRep, of office supplies and services for Surface Weapons TechRep office.

Performance Standards

a) STD: The contractor's coordination and processing of requests for office supplies and services to meet the Surface Launched Weapons TechRep office needs will occur on a biweekly basis to support user's operations.

AQL: 100%

3.7.9 The contractor shall manage all financial and personnel matters for this contract ensuring all tasks are executing as requested within time and budget constraints for the Surface Weapons TechRep office. The contractor will provide a monthly financial execution report with forecasted spend rates/hourly labor category usage to demonstrate that they are executing within targets. (CDRL A009)

3.7.10 The contractor shall coordinate all access and visitors, schedule all meetings, support equipment, facility items, and monitor for both the TechRep Conference Rooms (Main Conference Room and the Classified Conference Room).

Performance Standards

a) STD: The contractor's coordination of all tasks regarding the conference rooms. The classified room needs access permissions that will be based on the SOP.

3.7.11 The contractor shall perform daily COMSEC equipment verifications through required instructions to include visual and documented validation. (CDRL A00A)

Performance Standards

a) STD: The contractor will document daily COMSEC safe checklist.

3.7.12 The contractor is the Classified (not to exceed Secret classification) document manager for TechRep. The contractor will perform daily safe checks.

Performance Standards

a) STD: The contractor shall maintain an inventory list of all stored classified materials and a record of issuance and destruction of such documents. The contractor shall annotate the daily safe checks.

3.7.13 The contractor shall manage the maintainability Government communication devices (i.e. Cell Phones and pagers). This is to include updating international coverage, troubleshooting issues, and maintaining a database of communication device updates. (CDRL A00A)

Performance Standards

a) STD: The contractor will provide a monthly inventory list to the COR and provide dates of service contract periods.

4.0 DATA DELIVERABLES

The contractor shall deliver the following documents in accordance with the attached DD Form 1423, Contract Data Requirements List (CDRL).

| CDRL # | DESCRIPTION |
|--------|---|
| A001 | Status Report |
| A002 | Conference Agenda |
| A003 | Presentation Material |
| A004 | Technical Report – Study/Services: Technical Assessment |
| A005 | Technical Report – Study/Services: Recommendations Report |
| A006 | Technical Report – Study/Services: Inventory Status |
| A007 | Technical Report – Study/Services: Material Push Document |
| A008 | Technical Report – Study/Services: Technical Instructions |
| A009 | Contractor’s Progress, Status and Management |
| A00A | Technical Report – Study/Services |

The following clause is incorporated by reference:

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

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

- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a

permanent badge for authorized entrance to the **Raytheon Tucson Airport site in Bldgs. 801, 848, 808 and 802.** Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to . All losses are to have the permanent badges returned to CODE 254E00D ATTN: Brannon Beames 429 E. Bowen Rd Mail Stop 4015, China Lake, CA 93555-6108 on the last day of the individual's task requirement.

Section D - Packaging and Marking

- (1) All provisions and clauses of Section D of the basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:
- (2) All deliverables shall be delivered to the Contracting Officer's Representative (COR) at the address noted in Section G, "COR Appointment."
- (3) Items 7013-7061 - Packaging and marking are not applicable to these items.
- (4) Items 9023-9061 - Packaging and marking shall be in accordance with best commercial practice.
- (5) The Data to be furnished hereunder shall be packaged, packed, and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL).

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report: Reports shall be delivered in accordance with Exhibit (A) (CDRL).

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

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JUL 1998)

- (a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.
- (b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip.
- (c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.
- (d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

Section E - Inspection and Acceptance

(1) All provisions and clauses of Section E of the basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

(2) Inspection and acceptance shall occur upon acceptance of all Exhibit (A) CDRLs.

Additionally, the Government will monitor the Contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with Section J, Attachment 2, Quality Assurance Surveillance Plan (QASP).

(3) Inspection and acceptance shall be at destination by Government.

(4) Inspection and acceptance shall be in accordance with the Exhibit (A) DD Form 1423

CDRLs. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

(5) Acceptance of the Contractor's completed performance for each line item shall be acknowledged via DD Form 250, in accordance with Wide Area Workflow (WAWF) instructions.

(6) Clauses specified in Section E of the basic SeaPort-e contract are hereby fully and expressly incorporated into this task order.

| CLIN | Inspection At | Inspection By | Acceptance At | Acceptance By |
|------|---------------|---------------|---------------|---------------|
| 7013 | Destination | Government | Destination | Government |
| 7023 | Destination | Government | Destination | Government |
| 7031 | Destination | Government | Destination | Government |
| 7041 | Destination | Government | Destination | Government |
| 7051 | Destination | Government | Destination | Government |
| 7061 | Destination | Government | Destination | Government |
| 7113 | Destination | Government | Destination | Government |
| 7123 | Destination | Government | Destination | Government |
| 7131 | Destination | Government | Destination | Government |
| 7141 | Destination | Government | Destination | Government |
| 7151 | Destination | Government | Destination | Government |
| 7161 | Destination | Government | Destination | Government |

| | | | | |
|------|-------------|------------|-------------|------------|
| 7213 | Destination | Government | Destination | Government |
| 7223 | Destination | Government | Destination | Government |
| 7231 | Destination | Government | Destination | Government |
| 7241 | Destination | Government | Destination | Government |
| 7251 | Destination | Government | Destination | Government |
| 7261 | Destination | Government | Destination | Government |
| 7323 | Destination | Government | Destination | Government |
| 7331 | Destination | Government | Destination | Government |
| 7341 | Destination | Government | Destination | Government |
| 7351 | Destination | Government | Destination | Government |
| 7361 | Destination | Government | Destination | Government |
| 7423 | Destination | Government | Destination | Government |
| 7431 | Destination | Government | Destination | Government |
| 7441 | Destination | Government | Destination | Government |
| 7451 | Destination | Government | Destination | Government |
| 7461 | Destination | Government | Destination | Government |
| 9023 | Destination | Government | Destination | Government |
| 9041 | Destination | Government | Destination | Government |
| 9051 | Destination | Government | Destination | Government |
| 9061 | Destination | Government | Destination | Government |
| 9123 | Destination | Government | Destination | Government |
| 9141 | Destination | Government | Destination | Government |
| 9151 | Destination | Government | Destination | Government |
| 9161 | Destination | Government | Destination | Government |
| 9223 | Destination | Government | Destination | Government |
| 9241 | Destination | Government | Destination | Government |
| 9251 | Destination | Government | Destination | Government |
| 9261 | Destination | Government | Destination | Government |

| | | | | |
|------|-------------|------------|-------------|------------|
| 9323 | Destination | Government | Destination | Government |
| 9341 | Destination | Government | Destination | Government |
| 9351 | Destination | Government | Destination | Government |
| 9361 | Destination | Government | Destination | Government |
| 9423 | Destination | Government | Destination | Government |
| 9441 | Destination | Government | Destination | Government |
| 9451 | Destination | Government | Destination | Government |
| 9461 | Destination | Government | Destination | Government |

CLAUSES INCORPORATED BY REFERENCE

52.246-5 INSPECTION OF SERVICES COST-REIMBURSEMENT APR 1984

**5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND
INFORMATION (NAVAIR) (FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Note: For the purposes of this clause included in a task order under a multiple award contract, the term "PCO" refers to the "Task Order PCO."

Section F - Deliveries or Performance

(1) Clauses Specified in Section F of the basic Seaport-e contract are hereby fully and expressly incorporated into this Task Order.

(2) Services to be performed hereunder are provided in the PBSOW.

CLIN - DELIVERIES OR PERFORMANCE

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

7013 4/19/2018 - 4/18/2019

7023 4/19/2018 - 4/18/2019

7031 4/19/2018 - 4/18/2019

7041 4/19/2018 - 4/18/2019

7051 4/19/2018 - 4/18/2019

7061 4/19/2018 - 4/18/2019

7113 4/19/2019 - 4/18/2020

7123 4/19/2019 - 4/18/2020

7131 4/19/2019 - 4/18/2020

7141 4/19/2019 - 4/18/2020

7151 4/19/2019 - 4/18/2020

7161 4/19/2019 - 4/18/2020

7213 4/19/2020 - 4/18/2021

7223 4/19/2020 - 4/18/2021

7231 4/19/2020 - 4/18/2021

7241 4/19/2020 - 4/18/2021

7251 4/19/2020 - 4/18/2021

7261 4/19/2020 - 4/18/2021

7323 4/19/2021 - 4/18/2022

7331 4/19/2021 - 4/18/2022

7341 4/19/2021 - 4/18/2022
7351 4/19/2021 - 4/18/2022
7361 4/19/2021 - 4/18/2022
7423 4/19/2022 - 4/18/2023
7431 4/19/2022 - 4/18/2023
7441 4/19/2022 - 4/18/2023
7451 4/19/2022 - 4/18/2023
7461 4/19/2022 - 4/18/2023
9023 4/19/2018 - 4/18/2019
9041 4/19/2018 - 4/18/2019
9051 4/19/2018 - 4/18/2019
9061 4/19/2018 - 4/18/2019
9123 4/19/2019 - 4/18/2020
9141 4/19/2019 - 4/18/2020
9151 4/19/2019 - 4/18/2020
9161 4/19/2019 - 4/18/2020
9223 4/19/2020 - 4/18/2021
9241 4/19/2020 - 4/18/2021
9251 4/19/2020 - 4/18/2021
9261 4/19/2020 - 4/18/2021
9323 4/19/2021 - 4/18/2022
9341 4/19/2021 - 4/18/2022
9351 4/19/2021 - 4/18/2022
9361 4/19/2021 - 4/18/2022
9423 4/19/2022 - 4/18/2023
9441 4/19/2022 - 4/18/2023
9451 4/19/2022 - 4/18/2023
9461 4/19/2022 - 4/18/2023

52.242-15 Stop-Work Order (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Sierra Trepanier, Code 254210D.

(2) ACO, Andrea Jones, DODAAC S2404A

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved

in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: Submit in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.

The Period of Performance of the following Firm items are as follows:

| | |
|------|-------------------------|
| 7013 | 04/19/2018 - 04/18/2019 |
| 7023 | 04/19/2018 - 04/18/2019 |
| 7031 | 04/19/2018 - 04/18/2019 |
| 7041 | 04/19/2018 - 04/18/2019 |
| 7051 | 04/19/2018 - 04/18/2019 |
| 7061 | 04/19/2018 - 04/18/2019 |
| 7113 | 04/19/2019 - 04/18/2020 |
| 7123 | 04/19/2019 - 04/18/2020 |
| 7131 | 04/19/2019 - 04/18/2020 |
| 7141 | 04/19/2019 - 04/18/2020 |
| 7151 | 04/19/2019 - 04/18/2020 |
| 7161 | 04/19/2019 - 04/18/2020 |
| 7213 | 04/19/2020 - 04/18/2021 |
| 7223 | 04/19/2020 - 04/18/2021 |
| 7231 | 04/19/2020 - 04/18/2021 |
| 7241 | 04/19/2020 - 04/18/2021 |
| 7251 | 04/19/2020 - 04/18/2021 |
| 7261 | 04/19/2020 - 04/18/2021 |
| 9023 | 04/19/2018 - 04/18/2019 |
| 9041 | 04/19/2018 - 04/18/2019 |
| 9051 | 04/19/2018 - 04/18/2019 |
| 9061 | 04/19/2018 - 04/18/2019 |
| 9123 | 04/19/2019 - 04/18/2020 |

| | |
|------|-------------------------|
| 9141 | 04/19/2019 - 04/18/2020 |
| 9151 | 04/19/2019 - 04/18/2020 |
| 9161 | 04/19/2019 - 04/18/2020 |
| 9223 | 04/19/2020 - 04/18/2021 |
| 9261 | 04/19/2020 - 04/18/2021 |

The Period of Performance of the following Option items are as follows:

| | |
|------|-------------------------|
| 7323 | 04/19/2021 - 04/18/2022 |
| 7331 | 04/19/2021 - 04/18/2022 |
| 7341 | 04/19/2021 - 04/18/2022 |
| 7351 | 04/19/2021 - 04/18/2022 |
| 7361 | 04/19/2021 - 04/18/2022 |
| 7423 | 04/19/2022 - 04/18/2023 |
| 7431 | 04/19/2022 - 04/18/2023 |
| 7441 | 04/19/2022 - 04/18/2023 |
| 7451 | 04/19/2022 - 04/18/2023 |
| 7461 | 04/19/2022 - 04/18/2023 |
| 9241 | 04/19/2020 - 04/18/2021 |
| 9251 | 04/19/2020 - 04/18/2021 |
| 9323 | 04/19/2021 - 04/18/2022 |
| 9341 | 04/19/2021 - 04/18/2022 |
| 9351 | 09/15/2020 - 09/14/2021 |
| 9361 | 04/19/2021 - 04/18/2022 |
| 9423 | 04/19/2022 - 04/18/2023 |
| 9441 | 04/19/2022 - 04/18/2023 |
| 9451 | 04/19/2022 - 04/18/2023 |
| 9461 | 04/19/2022 - 04/18/2023 |

Section G - Contract Administration Data

SECTION G CONTRACT ADMINISTRATION DATA

(1) Note: All provisions and clauses of Section G of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order.

(2) TYPE OF CONTRACT: This is a cost plus fixed fee level of effort task order.

HQ G-2-0009, SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF.

No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)

(a) If the schedule in this contract contains any contract subline items or exhibit subline items identified as not separately priced (NSP), it means that the unit price for that subline item is included in the unit price of another, related line or subline item.

(b) The Contractor shall not invoice the Government for any portion of a contract line item or exhibit line item which contains an NSP until—

(1) The Contractor has delivered the total quantity of all related contract subline items or exhibit subline items; and

(2) The Government has accepted them.

(c) This clause does not apply to technical 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 ; and <https://www.acquisition.gov>

(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).

_____ Cost Voucher _____

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.

_____ N/A _____

(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.

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------|----------------------------|
| Pay Official DoDAAC | HQ0338 |
| Issue By DoDAAC | N68936 |

| | |
|---------------------------|--------|
| Admin DoDAAC | S2404A |
| Inspect By DoDAAC | N68936 |
| Ship To Code | N68936 |
| Ship From Code | N/A |
| Mark For Code | N68936 |
| Service Approver (DoDAAC) | N68936 |
| Service Acceptor (DoDAAC) | N68936 |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N/A |
| DCAA Auditor DoDAAC | HAA722 |
| Other DoDAAC(s) | N/A |

(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.

lesleigh.rutkowski@navy.mil

jon.watson1@navy.mil

Agapito.santana@navy.mil

lauryn.hiser@navy.mil

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

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

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)
(SEP 2012)**

(a) The Contracting Officer has designated Lesleigh Rutkowski as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities: COR Appointment Letter to be provided under separate cover.

(b) The effective period of the COR designation is task order award through completion.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

| Functions Retained | Retained for Performance By |
|--------------------------------------|--------------------------------|
| No administrative functions retained | PCO |
| | |
| | |
| | |

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

| Additional Functions | Retained for Performance By |
|---|--------------------------------|
| All functions identified by FAR 43.302 and DFARS 242.302 not retained by the contracting office shall be assigned to DCMA | DCMA Manassas |
| | |
| | |
| | |

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil//index.html>

703101 130069571900007

LLA :

AG 97X4930 NH2C 251 77777 0 050120 2F 000000 A60004389307

703102 130069571900006

LLA :
AD 97X4930 NH2C 251 77777 0 050120 2F 000000 A50004389307

704101 130069571900003

LLA :
AA 97X4930 NH2C 251 77777 0 050120 2F 000000 A20004389307

704102 130069571900004

LLA :
AB 97X4930 NH2C 251 77777 0 050120 2F 000000 A30004389307

705101 130069571900005

LLA :
AC 97X4930 NH2C 251 77777 0 050120 2F 000000 A40004389307

705102 130069571900006

LLA :
AD 97X4930 NH2C 251 77777 0 050120 2F 000000 A50004389307

706101 130069571900001

LLA :
AE 97X4930 NH2C 251 77777 0 050120 2F 000000 A00004389307

706102 130069571900002

LLA :
AF 97X4930 NH2C 251 77777 0 050120 2F 000000 A10004389307

904101 130069571900004

LLA :
AB 97X4930 NH2C 251 77777 0 050120 2F 000000 A30004389307

904102 130069571900006

LLA :
AD 97X4930 NH2C 251 77777 0 050120 2F 000000 A50004389307

905101 130069571900006

LLA :
AD 97X4930 NH2C 251 77777 0 050120 2F 000000 A50004389307

906101 130069571900002

LLA :
AF 97X4930 NH2C 251 77777 0 050120 2F 000000 A10004389307

BASE Funding 1493726.00

Cumulative Funding 1493726.00

MOD P00001

AP 97X4930 NH2C 251 77777 0 050120 2F 000000 B00004389307

702302 130069571900012

LLA :

AQ 97X4930 NH2C 251 77777 0 050120 2F 000000 B10004389307

702303 130069571900016

LLA :

AR 97X4930 NH2C 251 77777 0 050120 2F 000000 B50004389307

702304 130069571900017

LLA :

AS 97X4930 NH2C 251 77777 0 050120 2F 000000 B60004389307

703101 130069571900007

LLA :

AG 97X4930 NH2C 251 77777 0 050120 2F 000000 A60004389307

703103 130069571900008

LLA :

AH 97X4930 NH2C 251 77777 0 050120 2F 000000 A70004389307

703104 130069571900009

LLA :

AJ 97X4930 NH2C 251 77777 0 050120 2F 000000 A80004389307

704101 130069571900003

LLA :

AA 97X4930 NH2C 251 77777 0 050120 2F 000000 A20004389307

704103 130069571900009

LLA :

AJ 97X4930 NH2C 251 77777 0 050120 2F 000000 A80004389307

704104 130069571900010

LLA :

AK 97X4930 NH2C 251 77777 0 050120 2F 000000 A90004389307

704105 130069571900014

LLA :

AL 97X4930 NH2C 251 77777 0 050120 2F 000000 B30004389307

704106 130069571900015

LLA :

AM 97X4930 NH2C 251 77777 0 050120 2F 000000 B40004389307

706103 130069571900013

LLA :

AN 97X4930 NH2C 251 77777 0 050120 2F 000000 B20004389307

MOD P00001 Funding 172807.00

Cumulative Funding 1666533.00

MOD P00002

701301 1300729144

LLA :

AT 97X4930 NH2C 251 77777 0 050120 2F 000000 A00004618219

702305 13007291444

LLA :

AT 97X4930 NH2C 251 77777 0 050120 2F 000000 A00004618219

704102 130069571900004

LLA :

AB 97X4930 NH2C 251 77777 0 050120 2F 000000 A30004389307

704107 1300729144

LLA :

AU 97X4930 NH2C 251 77777 0 050120 2F 000000 A10004618219

704108 1300729144

LLA :

AV 97X4930 NH2C 251 77777 0 050120 2F 000000 A20004618219

704109 1300729144

LLA :

AW 97X4930 NH2C 251 77777 0 050120 2F 000000 A30004618219

704110 1300729144

LLA :

AX 97X4930 NH2C 251 77777 0 050120 2F 000000 A40004618219

704111 1300729144

LLA :

AY 97X4930 NH2C 251 77777 0 050120 2F 000000 A50004618219

704112 1300729144

LLA :

AZ 97X4930 NH2C 251 77777 0 050120 2F 000000 A60004618219

704113 1300729144

LLA :

BA 97X4930 NH2C 251 77777 0 050120 2F 000000 A70004618219

704114 1300729144

LLA :

BB 97X4930 NH2C 251 77777 0 050120 2F 000000 A80004618219

705103 1300729144

LLA :

BC 97X4930 NH2C 251 77777 0 050120 2F 000000 A90004618219

705104 1300729144

LLA :

BD 97X4930 NH2C 251 77777 0 050120 2F 000000 B00004618219

705105 1300729144

LLA :

BE 97X4930 NH2C 251 77777 0 050120 2F 000000 B10004618219

706104 1300729144

LLA :

BF 97X4930 NH2C 251 77777 0 050120 2F 000000 B20004618219

706105 1300729144

LLA :

BG 97X4930 NH2C 251 77777 0 050120 2F 000000 B30004618219

706106 1300729144

LLA :

BM 97X4930 NH2C 251 77777 0 050120 2F 000000 B70004618219

706107 1300729144

LLA :

BL 97X4930 NH2C 251 77777 0 050120 2F 000000 B80004618219

902301 1300729144

LLA :

BH 97X4930 NH2C 251 77777 0 050120 2F 000000 B40004618219

902302 1300729144

LLA :

BJ 97X4930 NH2C 251 77777 0 050120 2F 000000 B50004618219

902303 1300729144

LLA :

BC 97X4930 NH2C 251 77777 0 050120 2F 000000 A90004618219

904101 130069571900004

LLA :

AB 97X4930 NH2C 251 77777 0 050120 2F 000000 A30004389307

904103 1300729144

LLA :
BK 97X4930 NH2C 251 77777 0 050120 2F 000000 B60004618219

906102 1300729144

LLA :
BL 97X4930 NH2C 251 77777 0 050120 2F 000000 B80004618219

MOD P00002 Funding 1269002.00

Cumulative Funding 2935535.00

MOD P00003

711301 1300780588

.LA :
3N 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005005887
Standard Number: JA-P-FVE

'12301 130078058800002

.LA :
3P 97X4930 NH2C 251 77777 0 050120 2F 000000 A10005005887
Standard Number: JA-P-QAS

'12302 130078058800003

.LA :
3Q 97X4930 NH2C 251 77777 0 050120 2F 000000 A20005005887
Standard Number: JA-P-GSQ

'13101 130078058800004

.LA :
3R 97X4930 NH2C 251 77777 0 050120 2F 000000 A30005005887

'14101 130078058800005

.LA :
3S 97X4930 NH2C 251 77777 0 050120 2F 000000 A40005005887

'14102 130078058800006

.LA :
3T 97X4930 NH2C 251 77777 0 050120 2F 000000 A50005005887

'15101 130078058800007

.LA :
3U 97X4930 NH2C 251 77777 0 050120 2F 000000 A60005005887

'15102 130078058800008

.LA :
3V 97X4930 NH2C 251 77777 0 050120 2F 000000 A70005005887

LLA :
BW 97X4930 NH2C 251 77777 0 050120 2F 000000 A80005005887
Standard Number: SP-P-ANU

716102 130078058800010

LLA :
BX 97X4930 NH2C 251 77777 0 050120 2F 000000 A90005005887

716103 130078058800011

LLA :
BY 97X4930 NH2C 251 77777 0 050120 2F 000000 B00005005887

912301 130078058800012

LLA :
BN 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005005887
Standard Number: JA-P-FVE

MOD P00003 Funding 1192865.00
Cumulative Funding 4128400.00

MOD P00004

706101 130069571900001

LLA :
AE 97X4930 NH2C 251 77777 0 050120 2F 000000 A00004389307

712303 13007979770001

LLA :
BZ 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005165925
Standard Number: FMS JA-P-FVE 97-11X8242

712304 13007979770002

LLA :
BZ 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005165925

712305 13007979770003

LLA :
BZ 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005165925

713102 13007979770004

LLA :
BZ 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005165925

714103 13007979770005

LLA :
BZ 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005165925

714104 13007979770007

LLA :

BZ 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005165925

714105 1300797770008

LLA :

BZ 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005165925

714106 13007979770009

LLA :

BZ 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005165925

716104 1300797977

LLA :

BZ 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005165925

Standard Number: 13007979770006

MOD P00004 Funding 880184.00

Cumulative Funding 5008584.00

Accounting Data

| CLIN/SLIN | PR Number | Amount |
|-----------|-----------|--------|
|-----------|-----------|--------|

N6893618F3001P00005

714107 130084147600001

LLA :

AA 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005532843

Standard Document #:

MOD Funding: \$178,891.00

Cumulative Funding: \$5,187,475.00

N6893618F3001P00006

722301 130084894800009

LLA :

AA 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005585463

Standard Document #:

723101

130084894800002

Accounting Data

LLA :

CB 97X4930 NH2C 251 77777 0 050120 2F 000000 A10005585463

Standard Document #:

724101 130084894800004

LLA :

CC 97X4930 NH2C 251 77777 0 050120 2F 000000 A30005585463

Standard Document #:

724102 130084894800009

LLA :

CD 97X4930 NH2C 251 77777 0 050120 2F 000000 B20005585463

Standard Document #:

725101 130084894800005

LLA :

CE 97X4930 NH2C 251 77777 0 050120 2F 000000 A40005585463

Standard Document #:

725102 130084894800006

LLA :

CF 97X4930 NH2C 251 77777 0 050120 2F 000000 A50005585463

Standard Document #:

726101 130084894800007

LLA :

CG 97X4930 NH2C 251 77777 0 050120 2F 000000 B10005585463

Standard Document #:

926101 130084894800008

LLA :

CH 97X4930 NH2C 251 77777 0 050120 2F 000000 B00005585463

Standard Document #:

MOD Funding: \$786,705.00

Cumulative Funding: \$5,974,180.00

Accounting Data

7213 130086898100001

LLA :

CJ 97X4930 NH2C 251 77777 0 050120 2F 000000 A00005714608

Standard Document #:

722302 130086898100012

LLA :

CK 97X4930 NH2C 251 77777 0 050120 2F 000000 A10005714608

Standard Document #:

722303 130086898100003

LLA :

CL 97X4930 NH2C 251 77777 0 050120 2F 000000 A20005714608

Standard Document #:

722304 130086898100004

LLA :

CM 97X4930 NH2C 251 77777 0 050120 2F 000000 A30005714608

Standard Document #:

722305 130086898100005

LLA :

CN 97X4930 NH2C 251 77777 0 050120 2F 000000 A40005714608

Standard Document #:

723102 130086898100007

LLA :

CQ 97X4930 NH2C 251 77777 0 050120 2F 000000 A60005714608

Standard Document #:

724103 130086898100006

LLA :

CP 97X4930 NH2C 251 77777 0 050120 2F 000000 A50005714608

Standard Document #:

724104 130086898100008

LLA :

Accounting Data

CR 97X4930 NH2C 251 77777 0 050120 2F 000000 A70005714608

Standard Document #:

724105 130086898100009

LLA :

CS 97X4930 NH2C 251 77777 0 050120 2F 000000 A80005714608

Standard Document #:

724106 130086898100010

LLA :

CT 97X4930 NH2C 251 77777 0 050120 2F 000000 A90005714608

Standard Document #:

724107 130086898100011

LLA :

CU 97X4930 NH2C 251 77777 0 050120 2F 000000 B00005714608

Standard Document #:

724108 130086898100012

LLA :

CV 97X4930 NH2C 251 77777 0 050120 2F 000000 B10005714608

Standard Document #:

MOD Funding: \$1,233,966.00

Cumulative Funding: \$7,208,146.00

Section H - Special Contract Requirements

Note: All provisions and clauses of Section H of the basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

H.10 SAVINGS CLAUSE

A. Cost Reductions for Repetitive High-dollar Value Requirements For high-dollar value task requirements involving repetitive tasks, (when identified in a task order solicitation) the Government is seeking contractors to identify business improvement processes, innovations and cost savings initiatives to provide high quality services while achieving a reduction in the cost to the Government. For task orders for repetitive high-dollar value requirements with a base period of one year under Items 4000 and 6000 and/or all Award Term Option Items, the contractor agrees to the maximum extent practicable to reduce the price for services performed under each subsequent year by at least:

% Reductions from base period or price from previous year:

Year 2 *%

Year 3 *%

Year 4 *%

Year 5 *%

B. Maximum Pass Through Rates – Applicable to all Task Orders

The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where labor is proposed under this contract shall not exceed _%. For purposes of calculating the pass-through rate, the pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor:

(1) any and all indirect costs including, but not limited to, program management, subcontract management, invoice processing, Quality Assurance, overhead, material handling charges, G&A, burdens and mark-ups; and

(2) any and all prime contractor profit or fee*

*For purposes of this contract, “fee” means “target fee” in cost-plus-incentive-fee type contracts, “base fee” in cost-plus-award-fee type contracts, or “fixed fee” in cost-plus-fixed-fee type contracts.

The Prime Contractor may not apply any additional fees or burdens on the elements of pass through. Other than the elements of pass-through, no additional costs, charges, indirect rates or fees may be proposed or applied to subcontract costs.

*For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this contract.

C. Maximum Fee Rate

Contractor compliance with the maximum fee rate is applicable at the time of task order award and is based on the

ratio of fixed fee to the estimated cost. A proposed fee that is higher than the maximum fee rate shall render the contractor's proposal unacceptable. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the contract. The maximum fee rate shall flow down to all subcontractors/consultants included as part of your (the Prime) proposal. The maximum fee rate is not applicable to actual performance of the task order.

D. Other Direct Costs

No fee is allowed on Other Direct Costs. Indirect cost elements such as G&A and material handling may be applied but may not include fee.

H.11 CONTRACTOR WEBPAGE

It is a material contract requirement that each IDIQ holder maintain a publicly available webpage throughout the period of performance of the contract. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class professional support services for all NAVSEA Program Executive Offices, Directorates, and field activities. The webpage should demonstrate the functional capability associated with different products or business areas. The webpage should be easily accessible from the Contractor's front page and intuitive for novice computer users. This webpage at minimum must include the following items:

- The most recent conformed copy of each Task Order received under this contract. **NO REDACTIONS ARE ALLOWED TO ANY GOVERNMENT GENERATED INFORMATION.** If a contractor would like to redact information deemed proprietary, approval **MUST** be received by the Task Order Contracting Officer before any Task Order can be posted to the homepage.
- A list of all team members proposed and their capability/area of expertise;
- A list of the last 3 years services experience, for all team members listed at the SeaPort-e Contractor Information Registration site, listed by functional area and specific Program, as appropriate. The Contractor may also include a description of the products (deliverables) provided.
- Point(s) of Contact to provide information on customer satisfaction with the services performed;
- A description of the Contractor's quality assurance program;
- Points of contact for information related to the SeaPort program;
- Attachments to the Task Order do not need to be posted on the homepage. An exception is if the Statement of Work has been posted as an attachment instead of being located in the body of the Task Order. In these cases, the SOW **MUST** be posted.

Items that **SHALL NOT** be included on the webpage:

- The official Seaport e Logo (the lighthouse)
- Task Order Solicitations released through the Portal

In the event the contractor believes that the task order's DD254 restricts placement of the statement of work or requirements document on a publicly facing website, or if the contractor

believes the statement of work or requirements document contain security related information

(such as Controlled Unclassified Information. For Official Use Only, etc) that it does not believe should be posted on a publicly facing website, the Contractor shall contact the Task Order Contracting Officer and get a determination before the order is posted to the Contractor's homepage. In the event the task order does contain such information, the contractor shall still be required to post the task order, along with all of the information required above, with the exception of the SOW or requirements document.

The contractor shall provide the SeaPort Contracting Officer with the web address within 10 government working days of receipt of the contract. Failure to maintain the website may adversely impact the IDIQ holder's ability to win task orders as the information provided on the website may be used as part of the fair opportunity to be considered for certain task orders.

10RA H.17 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(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:

ESTIMATED

| <u>ITEM(S)</u> | <u>ALLOTED TO COST</u> | <u>ALLOTED TO FEE</u> | <u>PERIOD OF PERFORMANCE</u> |
|----------------|------------------------|-----------------------|------------------------------|
| | | | 4/19/2020 - 04/20/2022 |

(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).

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

performance of fully funded CLINs/SLINs.

FUNDING PROFILE

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities]. The following details funding to date:

Total

| Contract | Funds This | Previous | Funds | Balance |
|--------------|-------------|-------------|-------------|-------------|
| CPFF | Action | Funding | Available | Unfunded |
| \$13,892,601 | \$1,233,966 | \$5,974,180 | \$7,208,146 | \$6,684,455 |

H.20 DATA RIGHTS

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the

Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) postaward lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the

Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the

Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d).

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT)(NAVAIR) (SEP 2012)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: [NAVAIR Contractor Forms](#).

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(APR 2015)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that any of the above holidays occur on a Saturday or Sunday, or alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(c) The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal work week for work performed on-site at a Naval Air Warfare Center Weapons Division site.

(d) No deviation in the normal workweek will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

(e) Deliveries are only accepted during the normal work week. Deliveries cannot be made on alternate Fridays.

5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be:

Base Period: 35,232 man-hours of direct labor*

Option Year 1: 35,232 man-hours of direct labor*

Option Year 2: 35,232 man-hours of direct labor*

Option Year 3: 34,618 man hours of direct labor*

Option Year 4: 34,618 man hours of direct labor*

*total man-hours of direct labor, no subcontractor hours were proposed; thus, no subcontractor hours are included in totals listed above.

(b) Of the total man-hours of direct labor set forth above, it is estimated that **0 man-hours** are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of **40 hours** per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 677 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of

this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows: $\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE})$ or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232- 20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

(1) The Contractor shall provide the Contracting Officer's Representative (COR) a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The COR and the Procuring Contracting Officer will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor.

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractor's documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)

(NAVAIR)(OCT 2005)

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

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in

the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

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

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

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the

Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

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

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate.

Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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

“Termination (Cost-Reimbursement)”.

5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

(a) DoD contracting activities awarding or administering contracts shall incorporate the following Enterprise-wide

Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

(b)The standard language to be inserted is:

“The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. Contracted services excluded from reporting are based on Product

Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>

Section I - Contract Clauses

NOTE: ALL PROVISIONS AND CLAUSES OF SECTION I OF THE BASIC CONTRACT APPLY TO THIS TASK ORDER, UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER, IN ADDITION TO THE FOLLOWING:

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.204-9 | Personal Identity Verification of Contractor Personnel | Jan-2011 |
| 52.216-8 | Fixed Fee | Jun-2011 |
| 52.219-8 | Utilization of Small Business Concerns | Oct-2014 |
| 52.222-41 | Service Contract Labor Standards | May-2014 |
| 52.222-43 | Fair Labor Standards Act And Service Contract Act – Price Adjustment (Multiple Year And Options) | Sep-2009 |
| 52.222-54 | Employment Eligibility Verification | Oct-2015 |
| 52.245-1 | Government Property | Aug-2010 |
| 52.245-9 | Use And Charges | Aug-2010 |
| 252.203-7997 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements | Oct-2015 |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls | Dec-2015 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | Dec-2015 |
| 252.225-7993 | Prohibition on Providing Funds to the Enemy (DEVIATION 2015-O0016) | Sep-2015 |

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|--------------|---|----------|
| 252.227-7016 | Rights in Bid or Proposal Information | Jan-2011 |
| 252.227-7030 | Technical Data – Withholding Of Payments | Mar-2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | Sep-2011 |
| 252.242-7005 | Contractor Business Systems | May-2011 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government Furnished Property | Feb-2011 |
| 252.245-7002 | Reporting Loss of Government Property | Feb-2011 |
| 252.245-7003 | Contractor Property Management System Administration | Feb-2011 |
| 252.245-7004 | Reporting, Reutilization, and Disposal | Aug-2011 |
| 252.211-7007 | Reporting of Government Furnished Property | Aug-2012 |

52.203-16 – PREVENTING PERSONAL CONFLICT OF INTEREST (DEC 2011)

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

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means an individual who performs an acquisition function closely associated with inherently

governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party 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 the Government has not yet determined whether the information can or will 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. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

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

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;
- (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
- (iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition 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 expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in 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 and investment interests.

(b) *Requirements.* The Contractor shall—

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

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(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 for which 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 information accessed through performance of a Government contract for personal gain; and

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

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract 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 clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

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

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver.*

(1) In exceptional circumstances, if 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 through the Contracting Officer to the Head of the Contracting Activity for—

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

(ii) A waiver of 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 the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

52.215-20 – REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING (OCT 2010)

(a) *Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the

established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

52.216-1 – TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) task order resulting from this solicitation.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

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

(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.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

52.222-50 Combating Trafficking in Persons (MAR 2015)

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

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“Coercion” means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Commercially available off-the-shelf (COTS) item” means--

(1) Any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
 - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
 - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
 - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
 - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees and agents of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

52.237-3 Continuity of Services (JAN 1991)

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

(1) Furnish phase-in training; and

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

(b) The Contractor shall, upon the Contracting Officer's written notice,

(1) furnish phase-in, phase-out services for up to 90 days after this contract expires and

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

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

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

52.244-2 Subcontracts (OCT 2010)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some

forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and

printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS , Rights in Technical Data—[252.227-7013](#)

Noncommercial Items, regardless of whether or not the clause is incorporated in this

solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an

Information Technology (IT) service or system operated on behalf of the Government,

the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause , Cloud Computing Services, of this contract.[252.239-7010](#)

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service

or system operated on behalf of the Government and therefore are not subject to the

security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National

Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems

and Organizations” (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the

solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at

osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements

specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline () and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.<https://www.fedramp.gov/resources/documents/>

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to

those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are

designated as operationally critical support and identified in the contract, the

Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see

<http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the

program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported

Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract

performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

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

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

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

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

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

(4) “Computer software documentation” means owner's manuals, user's manuals, 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 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

(B) A release or disclosure to—

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

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

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

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

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

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

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

thereunder, with—

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

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

(2) *Government purpose rights.*

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

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

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

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

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

(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 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.

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

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

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

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

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

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

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

| | | | |
|--------------------|-------------|-----------------|------------------|
| Technical Data | | | Name of Person |
| to be Furnished | Basis for | Asserted Rights | Asserting |
| With Restrictions* | Assertion** | Category*** | Restrictions**** |

| | | | |
|--------|--------|--------|--------|
| (LIST) | (LIST) | (LIST) | (LIST) |
|--------|--------|--------|--------|

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

reproduce the markings.

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do

so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

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

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

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

(End of clause)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

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

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

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

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

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

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

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

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

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

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

(6) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by) 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—[252.204-7014](#)

(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 , Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.[252.227-7025](#)

(7) “Developed” means that—

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

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

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

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

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

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

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

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

(11) “Government purpose” means any activity in which the United States Government is a party, including

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 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 , Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;[227.7103-7252.227-7025](#)

(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)(15)(iv) of this clause, for any other purpose; and

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

(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 non-disclosure agreement at DFARS or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS , Limitations on the Use or Disclosure of Government-Furnished [227.7103-7252.227-7025](#)

Information Marked with Restrictive Legends;

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

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

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at , Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—[252.227-7025](#)

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

or the sale or transfer of some or all of a business entity or its assets to another party;

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

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

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

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

(2) *Government purpose rights.*

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

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights 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 ; or [227.7103-7](#)

(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 , Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends. [252.227-7025](#)

(3) *Restricted rights.*

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

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

(iii) The Contractor acknowledges that—

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

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

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

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at , 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. [252.227-7025](#)

(4) *Specifically negotiated license rights.*

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

(3) *Restricted rights markings.* Software delivered or otherwise furnished to the Government with restricted rights

shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

Section J - List of Attachments

Attachment 1 DD Form 254

Attachment 2 QASP

| Attachment Number | File Name | Description |
|--------------------------|----------------------|--------------------------|
| | Attachment2QASP.docx | Attachment 2 QASP |
| | ExhibitA.pdf | Exhibit A - CDRLs |
| | Attachment1DD254.pdf | Attachment 1 DD Form 254 |