

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
P00001

3. EFFECTIVE DATE
08-Aug-2017

4. REQUISITION/PURCHASE REQ. NO.
1300653308

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

6. ISSUED BY CODE

N00167

7. ADMINISTERED BY (If other than Item 6)

CODE

S0514A

NSWC, CARDEROCK DIVISION, MARYLAND
9500 MacArthur Blvd
West Bethesda MD 20817

DCMA SAN DIEGO
9174 Sky Park Court, Suite 100
SAN DIEGO CA 92123-4353

SCD: C

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

Strategic Data Systems dba SDS
610 West Ash Street #1100
San Diego CA 92101

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7939 / N0016717F3006

10B. DATED (SEE ITEM 13)

03-Jul-2017

CAGE CODE
1KKU1

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

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

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

[REDACTED], Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

08-Aug-2017

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

1. The purpose of this modification is to correct the DPAS Rating from DX-C9 to DO-C9. Accordingly, said Task Order is modified as follows:

The DPAS Rating is corrected from DX-C9 to DO-C9.

2. The Period of Performance is unchanged from 2 July 2018.

3. The Line of Accounting information is hereby unchanged as follows:

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

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to \$3,189,793.00.

*Except as provided herein, all terms and conditions of the TO remain unchanged and in full force and effect. A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	D399	Base Period ITSS (Labor) (Fund Type - TBD)	67732.0	LH	██████████	██████████	██████████
700001	D399	RDT&E Funding in the amount of \$1,613,276.03 for TI-001 (WCF)					
700002	D399	NMCI Funding in the amount of \$368,073.29 for TI-002 (WCF)					
700003	D399	VTC Funding in the amount of \$248,982.17 for TI-003 (WCF)					
700004	D399	Code 60 Funding in the amount of \$369,900.00 for TI-004 (WCF)					
7100	D399	Base Period SURGE installer support services. (Fund Type - TBD) Option	3840.0	LH	██████████	██████	██████████
7101	D399	Senior Microsoft Systems Engineer surge support services. (Fund Type - TBD) Option	960.0	LH	██████████	██████████	██████████
7102	D399	Senior Network Engineer surge support services. (Fund Type - TBD) Option	960.0	LH	██████████	██████████	██████████
7103	D399	Linux Engineer surge support services. (Fund Type - TBD) Option	960.0	LH	██████████	██████	██████████
7200	D399	OPT Period 1 ITSS (Labor) (Fund Type - TBD) Option	83092.0	LH	██████████	██████████	██████████
7300	D399	OPT Period 1 SURGE installer support services. (Fund Type - TBD) Option	3840.0	LH	██████████	██████	██████████
7400	D399	OPT Period 2 ITSS (Labor) (Fund Type - TBD) Option	88852.0	LH	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7500	D399	OPT Period 2 SURGE installer support services. (Fund Type - TBD) Option	3840.0	LH	██████████	██████	██████████
7600	D399	OPT Period 3 ITSS (Labor) (Fund Type - TBD) Option	88852.0	LH	██████████	██████████	██████████
7700	D399	OPT Period 3 SURGE installer support services. (Fund Type - TBD) Option	3840.0	LH	██████████	██████	██████████
7800	D399	OPT Period 4 ITSS (Labor) (Fund Type - TBD) Option	88852.0	LH	██████████	██████████	██████████
7900	D399	OPT Period 4 SURGE installer support services. (Fund Type - TBD) Option	3840.0	LH	██████████	██████	██████████

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		Data in accordance with CDRL Exhibits identified in C.8 of Section C. The price/cost for all data generated by the contractor in the performance of this procurement is Not Separately Priced (NSP) and shall be included in the price/cost paid by the Government under CLINs 7000-7900.	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	D399	Base Period ODCs in support of CLIN 7000 and/or 7100 ITSS Labor (Fund Type - TBD)	1.0	LO	██████████
900001	D399	ODC Funding in the amount of \$71,393.40 for RDT&E for TI-001 (WCF)			
9200	D399	OPT Period 1 ODCs (in support of CLIN 7200 and/or 7300) (Fund Type - TBD) Option	1.0	LO	██████████
9400	D399	OPT Period 2 ODCs (in support of CLIN 7400 and/or 7500) (Fund Type - TBD) Option	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9600	D399	OPT Period 3 ODCs (in support of CLIN 7600 and/or 7700) (Fund Type - TBD) Option	1.0	LO	██████████
9800	D399	OPT Period 4 ODCs (in support of CLIN 7800 and/or 7900) (Fund Type - TBD) Option	1.0	LO	██████████

NOTE A: LEVEL OF EFFORT (LOE) AND SUBCONTRACTING

For labor, offerors shall propose man-hours for the LOE required to perform the requirements of the Statement of Work (SOW) provided in Section C, spanning the period of performance (PoP) provided in Section F. The Government estimate is 439,460 total man-hours over 5 years, including all options, if exercised. The Government estimate is based on the total anticipated LOE for all task areas combined.

Additionally, SEA Clause 5252.216-9122 states "The total level of effort for the performance of this contract shall be 439,460 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the contractor's proposal as having hours included in the proposed level of effort." The costs associated with a subcontract not included in the contractor's proposal cannot be billed against the task order unless consent to subcontract has been received from the contracting officer. In accordance with Seaport guidance, "In order for the new subcontractor to participate in an existing task order, the prime contractor must submit a written request to the Contracting Officer for the specific task order, requesting approval to add the new subcontractor. The Contracting Officer for the task order will determine what documentation is required with the request." (See Note F)

NOTE B: SURGE

If the Government determines additional LOE is required, the Government may exercise option Surge contract line item numbers (CLINs). In the event the Government elects to exercise a surge option CLIN, the associated ceiling and LOE (hours) may be realigned under the labor CLIN for the respective contract period.

The Government will review resumes for key personnel surge support at the time of option exercise.

NOTE C: OTHER DIRECT COSTS (ODC)

These Items are non-fee bearing CLINs. Non-fee bearing refers to fee; not allowable indirect costs or burdens.

NOTE D: LABOR TRIPWIRE JUSTIFICATIONS

(a) The contractor shall advise the COR and the Contract Specialist, by e-mail, if the pending *substitution or* addition of any individual (Key or non-Key) will be at a fully loaded (including fee) labor rate that exceeds the labor tripwire amount. *This requirement does not relieve the contractor's obligation under clauses H.7 "Substitution of Team Members and Substitution of Personnel" and 52.244-2 "Subcontracts" contained in the base Seaport contract.*

(b) The contractor's notification shall include: the proposed individual's resume for Personnel Substitutions, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order/Technical Instruction. If the individual is a subcontractor or consultant, the rate build-up shall include the prime contractor's pass through rate.

(c) Currently, the hourly labor tripwire is \$156 per hour, regardless of the number of labor hours the proposed individual will work. The contractor will be advised of any changes to this tripwire level that occur during performance.

NOTE E: SUBSTITUTION OF KEY PERSONNEL

The contractor agrees to assign the key personnel identified within their technical proposal. No substitution shall be made without prior notification to, and concurrence of, the task order Contracting Officer (Procuring Contracting Officer (PCO)). The contractor shall comply with Section H-7 of the base MAC when requesting approval for substitution of key personnel. The following key personnel are approved under this task order:

Program Manager, ██████████

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Project Manager / Senior Operations Engineer, [REDACTED]
Senior Microsoft Systems Engineer, [REDACTED]
Senior Network Engineer, [REDACTED]

NOTE F: CONSENT TO SUBCONTRACT

For subcontracts (which include consulting agreements) for services where the prime contractor anticipates hours delivered will be counted against the hours in SEA Clause 5252.216-9122, consent to subcontract authority is retained by the Contracting Officer (PCO). The contractor shall comply with FAR Clause 52.244-2 Alternate I of the base MAC when requesting consent to subcontract. The following subcontractor is approved under this task order: Engility Corporation.

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

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

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

HQ B-2-0007 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.

HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) (NAVSEA) (MAY 2010)

(a) 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 for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

(End of Text)

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the PCO / ACO or their duly authorized representative, as advised by DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the

Contractor's or employee's convenience.

(End of Text)

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Information Technology Support Services (ITSS) Statement of Work (SOW)

C.1. OVERALL TASK ORDER (TO) OBJECTIVE

The mission of NSWCCD is to provide research, development, test and evaluation, analysis, acquisition support, in-service engineering, logistics, and integration of surface and undersea vehicles and associated systems, as well as to develop and apply science and technology associated with naval architecture and marine engineering, and provide support to the maritime industry. The contractor shall support provision and management of the entire range of information technology (IT) services, support, and infrastructure necessary for NSWCCD to meet its mission and operational objectives. The required non-personal support services shall be provided as described throughout this SOW; and may progress as NSWCCD's mission and operational objectives evolve in response to strategic Department of the Navy (DoN) guidance and direction. The contractor shall enable more efficient and effective operations and enterprise business solutions that support both today's and tomorrow's IT needs. The contractor shall support cybersecurity (CS) efforts, including ensuring core systems meet security requirements as directed by Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs), Information Assurance Vulnerability Alerts (IAVA), and Navy Communications Tasks Orders (CTO).

The primary place of performance is West Bethesda, MD.

C.2. SCOPE OF REQUIRED SERVICES

The required support services are categorized in ten broad performance areas that provide a comprehensive outline of all life-cycle phases of the IT solutions NSWCCD anticipates will be pursued in the prescribed LOE estimate (Table C.4.1).

The current computing environment for determining certification or training is Windows Server 2008/2012, Windows 8/10, and Redhat 5 and 6. The current network operating environment consists of Cisco switches to include Nexus, routers, ASA 5500-X series firewalls, FirePOWER 8000 series Intrusion Prevention Systems (IPS), Identity Services Engine (ISE), Secure Access Control System (ACS), AnyConnect Secure Mobility Client, and Prime Infrastructure.

Performance Area 1: Network Operation and Maintenance Services

The contractor shall plan, design, engineer, install, perform configuration management, document, maintain, and monitor teleconferencing, network communication devices, and associated elements that support core network functions and services; including, but not limited to: Cisco routers, Cisco switches, Cisco Adaptive Security Appliance (ASA) firewalls, Cisco Access Control Server (ACS), Cisco Identity Services Engine (ISE), Cisco Prime Infrastructure, Cisco SourceFire Intrusion Prevention System (IPS), and Zebra Technologies' AirDefense Wireless Intrusion Detection and Prevention System.

Contractor network operations support shall include the following:

- Configuration and management of virtual local-area networks (VLANs), routing, and failover mechanisms.
- Configuration and management of firewall rules based on ports, protocols, and services.
- Management of IPv4 and IPv6 network address schemes and allocations.
- Management of network related DISA STIG activities. Provision of services for obtaining and troubleshooting various-capacity leased lines and associated equipment used for interface into the Research, Development, Technical, and Engineering (RDT&E) network and NSWCCD's detachment sites. The contractor shall maintain and update circuit information to avoid inadvertent interruption of service. The contractor shall prepare circuit diagrams and update service agreements, where needed. The contractor shall coordinate discontinuation action on circuits no longer required by the Government as directed by the COR and maintain inventory of circuits. The contractor shall deliver the inventory of circuits in monthly system documentation (see C.8 Deliverables).

Performance Area 2: Server/System Administration

Contractor core server and system administration support shall include: planning, design, engineering, installation, configuration, documentation, maintenance, data protection, data recovery, and monitoring of workstations, servers, storage arrays, and associated elements of systems that support core server functions and services on a variety of networks, including, but not limited to: the demilitarized zone (DMZ), Carderock Division Intranet (CDI), Ship Engineering and Analysis Technology (SEATech) Center, RDT&E core network, as well as closed enclaves and standalone systems. These functions and services include, but are not limited to, Active Directory, Microsoft System Center, Public Key Infrastructure (PKI), server virtualization infrastructure, backup and restore systems, SharePoint, Lotus Domino/Lotus Notes, file servers, printers, Data At Rest Encryption, standardized desktop deployment, Structured Query Language (SQL) servers, Red Hat Linux, Domain Name Service (DNS), Dynamic Host Configuration Protocol (DHCP), and network monitoring and auditing services.

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The contractor shall provide strategic security solutions to enhance the confidentiality, integrity, and availability of the core server functions and services as required by security updates and system needs (e.g. patches, STIGs, system repairs, etc.). This includes developing and engineering a System Recovery Plan (CDRL A004) in order to maintain the availability of required services.

The contractor shall provide ongoing support for the operation and management of the core server functions and services. Activities to be performed shall include monitoring and troubleshooting the core system, applying patches and updates, performing system upgrades, and developing/documenting Standard Operation Procedures (SOPs) for system configuration and operations.

The contractor shall provide support for system upgrades, application migration, and integration. This includes the migration, documentation, and operational support of SharePoint, Lotus Domino/Lotus Notes, client and server Operating Systems (OS), and Active Directory.

Performance Area 3: High Performance Computing (HPC)

Contractor HPC support services shall include:

- Server and system administration support;
- Planning, design, installation, configuration, documentation, system remediation, operations and maintenance, performance tuning, data protection, backup, and recovery;
- Interfacing with vendors and service providers for analysis and troubleshooting;
- User support, including, but not limited to: hardware, software, and multimedia support services;
- Security requirement implementation; and
- Monitoring high performance computing clusters, servers, storage arrays, high performance workstations, and associated elements.

The HPC environment comprises two Beowulf clusters with 1,500 - 2,000 cores each, running CentOS and Scyld, plus a Cray with approximately 3,200 cores, running ROCKS. Nodes are connected via InfiniBand and 10G Ethernet. Data is stored on multiple network attached storage systems of varying technologies and is shared with advanced engineering workstations running Red Hat Enterprise Linux.

Performance Area 4: Design/Installation of Network Infrastructure Extensions and Enhancements

The contractor shall provide support services to include planning, design, engineering, installation, configuration management, documentation, and maintenance of network infrastructure extensions or modifications to include the network cable plant.

Design services shall include development of installation drawings (CDRL A006) of the proposed cable and equipment closet locations as well as a list of materials required to complete the task. Designs shall be compatible with the electrical, physical, and environmental limitations of the site.

Upon approval and direction to proceed, the contractor shall provide the materials and technicians to perform required installation services within an agreed upon time frame.

The contractor shall conduct validation testing and review installer test reports after installation of a network extension to determine compliance with the design/contract specifications and report any discrepancies to the COR for further action.

Performance Area 5: Help Desk/User Support

Help Desk/User Support, both telephone and desk-side, shall include desktop support through the use of the government provided Help Desk tracking application. The contractor shall provide support services to address issues with end-user computers, user accounts, ancillary devices, printers, and office automation software to correct faults, improve performance, and adapt to a changing environment. Additionally, Help Desk support services may include preventive maintenance.

Performance Area 6: Video Telecommunications (VTC)/Audio Visual (AV)

Support for VTC/AV activities shall include minor maintenance (e.g. projector filter, lamp or cable replacement), troubleshooting, repair, installation and configuration (i.e. replacing broken components with Government-furnished replacements), setup, teardown, daily operations, training of Government personnel, and scheduling of associated resources.

Performance Area 7: Media Transfer Support

Support services shall include the transfer of classified and/or unclassified data from a classified computer via removable media. The contractor shall ensure personnel performing this activity have proper training and approval to perform Media Transfer Agent functions in accordance with CARDEROCKDIVINST 5510.12. The contractor shall ensure personnel designated as Media Transfer Agents have an appropriate security clearance.

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Performance Area 8: Navy Marine Corps Intranet (NMCI) Support

The contractor shall provide labor and material to support NMCI administration at NSWCCD West Bethesda and detachment sites. Requirements under Performance Area 8 include, but are not limited to:

- Tracking of problem reporting and resolution;
- Coordination of NMCI service delivery to remote site locations;
- Gathering and maintaining NMCI documentation and signed agreements;
- Generating reports for management analysis and gathering metrics for status reporting;
- Delivery of customer support services, including installation, troubleshooting, and customer assistance, in response to customer requirements;
- Processing of Administrative Requests:
 - Create/Delete/Deactivate/Disable/Modify NMCI (user) Accounts: NMCI Non-Classified Internet Protocol (NIPR), Developer, Science & Technology (S&T), Secret Internet Protocol Router Network (SIPRNET), Unclassified Naval Nuclear Propulsion Information (NNPI), and Classified NNPI.
- Install/Transfer/Upgrade NMCI-approved software on a seat that is not included on the NMCI Core Build;
- Providing end-user support for processing Move/Add/Change (MAC) requests and resolving NMCI Help Desk Tickets issues;
- Contact with NSWCCD customers to obtain and process requests, to provide status on requests, and to provide clarification on routine issues;
- Assist in the daily operation of the Wireless and Multi-Functional Device (MFD) programs, including customer support, running reports, MAC processing, and developing documentation; and
- Update User Profile Information in the Global Address List (GAL), Active Directory, etc.

Performance Area 9: Software Development/Code Support

The contractor shall provide support for software applications and scripts. As necessary, the contractor shall migrate the functionality of existing in-house developed software applications to other platforms, languages, or software architectures.

Performance Area 10: Programmatic Support

The contractor shall assist in data analysis, as well as management and preparation of IT approval documents and presentation materials.

Contractor support shall include maintaining classified and unclassified libraries and inventory, preparing and maintaining all security-related documentation, supporting budget planning estimates, maintaining facility access rosters, facility maintenance coordination, and other general IT office non-personal support services, such as maintaining spreadsheets, creating word documents, etc.

Cross-Area Support Services:

The Government anticipates a number of support services will be required that cross performance areas. These support services include:

- Word processing, copying and filing, managing supplies, facilitation of media destruction, shipping/receiving of Government material, scheduling conference rooms, and coordination/planning for meetings and conferences.
- Procurement of miscellaneous material will be required, subject to approval by the Government.
- Technical writing services will be required, including, but not be limited to: user manuals, reports, documentation, presentations, proposals, outlines, and summaries. The specific requirements of each document shall be addressed as applicable.
- Participation in meetings and program/project reviews of varying frequency and scope. The Government anticipates weekly status meetings in which the contractor will be responsible for providing the following:
- Status of currently assigned projects
 - Objectives achieved
 - Percentage completed
 - Issues encountered
- Statuses of service tickets open during the preceding week
 - Total tickets entered
 - Total tickets closed
 - Total tickets pending
 - Tickets with response time greater than 1 hour
 - Tickets open more than one day
 - Average response time
 - Average time for ticket resolution

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Project Planning, Initiation, Execution, Monitoring, and Control of TO Work:

Performance of the work under this task order is subject to written technical instructions (TIs) issued by the COR. The contractor shall not perform any work under this task order that is not covered by a written TI. Any contractor work performed without proper authorization will be at the sole risk of the contractor.

The contractor shall use a structured program management approach to perform work authorized by TIs under this task order. The structured program management approach comprises the following phases: (1) Task/Project Planning; (2) Task/Project Initiation; (3) Task/Project Execution; (4) Task/Project Monitoring and Control; and (5) Task/Project Closeout.

When the Government desires to open a TI under this task order, the COR will issue a formal TI clarifying the work to be performed by the contractor. Within 5 days of receipt of the TI, the contractor shall provide – at a minimum – the following TI plan to the COR and PCO:

Technical approach to perform the task – the technical approach shall identify:

Technical approach to fulfill and satisfy task requirements;

Resources – internal and subcontractor – required to perform the TI;

Schedule

TI estimate using the TI planning and estimating spreadsheet (Attachment C-01)

The COR and PCO will use the information provided in the contractor’s plan to facilitate oversight, financial reviews, and establish schedule and performance parameters for task efforts. After review of the plan, the Government may, through a coordinated effort with the COR and PCO, negotiate changes to the contractor’s plan.

The contractor shall complete authorized assignments in a manner that thoroughly fulfills TI performance objectives within established schedule requirements and established cost controls. The contractor shall provide personnel with the commensurate analytical and technical skills, material, facilities, and other necessary resources to perform TI requirements.

C.3. EXISTING INFRASTRUCTURE INFORMATION

Table C.3 – NSWCCD INFRASTRUCTURE

Equipment type	Number of devices
High Performance Computing Systems	3
Windows workstations	1370-2300
Windows Servers	60-100
Linux workstations	60
Linux Servers	60-115
Switches	100-150
Routers	15-20
Firewalls	5-10
ACS and ISE Appliances	5-10

C.4. ESTIMATED LEVEL OF EFFORT REQUIRED

Although the actual hours required in contract performance may vary somewhat, the Government estimates the following level of effort will be required throughout contract performance. The overtime hours estimated remain constant through all contract periods.

Table C.4.1 – Basic Hours

Labor Categories	Reg Hrs/Yr	OT Hrs/Yr	OY1	OY2	OY3	OY4
Program Manager**	192	N/A	192	192	192	192
Project Manager / Senior Operations Engineer**	1920	N/A	1920	1920	1920	1920
Senior Microsoft Systems Engineer**	1920	40	3840	3840	3840	3840
Senior Network Engineer**	1920	80	3840	3840	3840	3840
Network Engineer	1920	80	3840	3840	3840	3840
Microsoft System Analyst/Administrator	7680	380	9600	9600	9600	9600

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Labor Categories	Reg Hrs/Yr	OT Hrs/Yr	OY1	OY2	OY3	OY4
Help Desk Representative	3840	N/A	3840	3840	3840	3840
Software Engineer	1920	N/A	1920	1920	1920	1920
Linux Engineer	7680	310	9600	11520	11520	11520
Workstation Technician	7680	160	11520	15360	15360	15360
Senior Installer	1920	150	1920	1920	1920	1920
Installer	3840	300	3840	3840	3840	3840
Senior Customer Service Representative	1920	120	1920	1920	1920	1920
Customer Service Representative	9600	520	9600	9600	9600	9600
Senior VTC Technician	3840	40	3840	3840	3840	3840
VTC Technician	1920	40	1920	1920	1920	1920
Program Analyst	5760	40	7680	7680	7680	7680
Total Estimated LOE	65472	2260	80832	86592	86592	86592

****Key Personnel**

Table C.4.2 – Surge Option Hours

Labor Category	Hrs/Yr	CLINs
Installer	3840	7100, 7300, 7500, 7700 and 7900
Senior Microsoft Systems Engineer**	960	7101
Senior Network Engineer**	960	7102
Linux Engineer	960	7103
Total Estimated Surge LOE	6720	

Surge hours will be executed in accordance with the terms and conditions of the option CLINs specified above.

C.5. PERFORMANCE STANDARDS

Performance shall be in accordance with the most current version of all applicable National Institute of Standards and Technology (NIST), DoD, DoN, Naval Sea Systems (NAVSEA), Naval Surface Warfare Center (NSWC), and NSWCCD policies, processes, and procedures and all applicable commercial standards and regulations.

The attached Quality Assurance Surveillance Plan (QASP), Attachment C-02, outlines specific performance objectives and metrics (e.g. vacancies must be filled within 45 days), which are summarized as follows:

SOW Performance Area	Performance Objective	Performance Standard	Acceptable Quality Level
All	Develop technical documentation such as user manuals, reports, documentation, presentations, proposals, outlines, and summaries.	Documents are technically accurate, grammatically correct and meet professional standards.	Documentation requires no more than two review/comment/approval cycles to meet acceptance.
All	Overall customer satisfaction based on technical performance, schedule adherence, staffing, and overall management.	100% of end users satisfied with contractor overall performance.	85% of end users satisfied with contractor overall performance based on customer feedback.
C.8	Monthly Progress Report (MPR) in accordance with	MPR received with first pass yield 100% of the time.	Received with first pass yield 95% of the time.

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SOW Performance Area	Performance Objective	Performance Standard	Acceptable Quality Level
	CDRL A001 (see section C.8.1) submitted on or before required date.		
C.8	Invoices submitted.	Invoices submitted 100% of the time with required information.	Invoices submitted 95% of the time with required information.
5	Help Desk calls are responded to within acceptable limits from 0600-1800.	Provide responsive and technically proficient Help Desk support from 0600-1800.	80% of calls are logged in the government provided Help Desk tracking application within the 1st hour. 100% of calls are logged in the Help Desk ticket tracking system within two hours. 80% of calls are resolved within eight hours (excluding workstation drop installations).
4	Provide infrastructure installation and maintenance for the network cable plant per the time frames outlined in the Performance Standard and Acceptable Quality Level sections related to this objective.	<ol style="list-style-type: none"> 1. Installation (with or without) activation of network drops (0 to 20 drops). 2. Installation with or without activation of network drops (21 to 50 drops). 3. Installation with or without activation of network drops (51 plus drops). 4. Network activations only (0 to 25). 5. Network activations only (26 to 50). 6. Network activations only (51 plus). 7. Deactivation of existing network drops (less than 50). 8. Deactivation of existing network drops (51 plus). 9. Patch panel and cabling installations. 	<ol style="list-style-type: none"> 1. Within ten days after the receipt of a request. 2. Within 15 days after the receipt of a request. 3. Within the timeframe negotiated with the COR 85% of the time. 4. Within three days after the receipt of a request. 5. Within seven days after the receipt of a request. 6. Within the timeframe negotiated with the COR 85% of the time. 7. Within five days after receipt of request. 8. Within the timeframe negotiated with the COR 85% of the time. 9. Within the timeframe negotiated with COR 85% of the time.
1, 2, 3, 9	Ensure networks and systems are reliable and functioning.	Network and system interruptions/issues are addressed in a timely fashion from 0600-1800.	During the hours of 0600-1800: 80% of interruptions/issues are responded to by troubleshooting within one hour. 100% of interruptions/issues are responded to by troubleshooting within two hours.
1, 2, 3, 8, 9	Complete assigned projects on a timely basis.	95% of the time, projects will be completed within the scheduled time frame.	85% of the time, projects will be completed within the scheduled time frame.
1,2,3	Ensure servers, client computers, and network devices meet Cyber Security requirements.	Apply vendor updates/patches as directed by STIGs and IAVAs.	85% of the systems shall be patched according to the required timeframe given by the Navy in conjunction with the Cyber Security Branch and Information System Security Manger (ISSM) employees.

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C.6. STANDARD TIME AND OVERTIME

Unless otherwise specified, support services shall be provided from 0600 to 1800 Eastern Time, Monday through Friday. Work outside of these hours shall be coordinated and approved (in advance) with the COR.

The Government anticipates overtime work under this TO in the amounts estimated in the LOE Table (Table C.4.1). However, no overtime shall be worked without prior written approval from the COR. Written requests for overtime shall be submitted no later than 48 hours in advance of the proposed overtime.

C.7. CYBERSECURITY WORKFORCE (CSWF) PROGRAM

C.7.1 In accordance with SECNAV M-5239.2, *Cyberspace Information Technology and Cybersecurity Workforce Management and Qualifications Manual* (Jun 2016) (including Appendix 4 thereto), contractor personnel performing CS functions will be designated as members of the CSWF. Such personnel will be performing functions within one or more of the Cyber IT/CSWF Categories and Specialty Areas, based on their duties/tasking. All contractor personnel performing CS functions must meet and sustain the qualification requirements for their duties in accordance with SECNAV M-5239.2, including meeting all job qualification standards; holding one or more OS/Computing Environment (CE) credential(s) and/or certificate(s) of training; and sustaining the requisite on the job training (OJT) evaluations, continuous learning requirements (CLR), Cyber IT/CSWF qualification requirements; and Annual Cybersecurity Awareness training, in accordance with SECNAV M-5239.2 and the below instructions:

Cyber IT/CSWF Category and Specialty Area – Specific CS functions are associated with a Category and Specialty Area. The Cyber IT/CSWF Categories are groups of common major CS functions that distinguish between different components of work. The Specialty Areas are further subdivisions within each Category that represent areas of concentrated work or function within CS. Contractor personnel may perform duties in more than one Specialty Area; in which case such personnel must meet the qualification requirements for each of the Specialty Areas under which they perform.

a. Contractor personnel performing CS functions have up to six months, from the date they begin performing under this TO, to obtain all necessary Specialty Area qualifications and certifications, in accordance with SECNAV M-5239.2, for the function(s) they are performing, including OS/CE certifications. The Category and Specialty Area(s) for each labor category, if applicable, is identified in the Labor Category Information (Attachment J-02). The contractor must notify the COR if any contractor personnel fails to obtain or maintain the necessary qualifications within this six-month period and replace such personnel as directed by the COR or Contracting Officer.

Privileged Access – All contractor personnel performing functions under this TO requiring privileged access, as defined in SECNAV M-5239.2, must complete a Privileged Access Agreement and meet the training/certification requirements for each OS and/or CE they have privileged access to.

b. Upon commencement of performance of this TO, all contractor personnel granted privileged access shall sign the Information System (IS) Privileged Access Agreement and Acknowledgement of Responsibilities statement.

Continuing Learning Requirements (CLR) – As technology continuously advances, nearly all certifications expire or have CLR. Both baseline and OS/CE certifications may require continuous education. The costs required for contractor personnel to meet CLR, to otherwise maintain a specific expertise or commercial certification, or for any other training requirements are not a direct contractor cost to the Government. The contractor is responsible for ensuring its personnel meet the qualification requirements for each personnel position on the TO and shall not invoice or charge the Government for costs for training, certification tests, or other expenses related to its personnel's CLR, certifications, or other training.

C.7.2 CSWF positions and labor categories are identified in the Labor Category Information (Attachment J-02). This TO includes CS functional services for DoD ISs and requires appropriately certified contractor personnel to access DoD ISs to perform duties under this TO. After TO award, the contractor is responsible for ensuring the qualifications and certification status of all contractor personnel performing CS functions, as described in SECNAV M-5239.2 (including the most current version of Appendix 4 thereto), are identified, documented, and tracked. Per SECNAV M-5239.2, all personnel performing CS functions, including contractor personnel, are required to participate in at least 40 hours of continuous learning per year. This requirement is separate from any CLR necessary for certification and qualification maintenance, although continuous learning hours obtained in the course of qualification or certification maintenance may be counted towards the annual 40 hour continuous learning requirement. The contractor is responsible for tracking that its personnel performing CS functions under this TO achieve the required 40 hours of continuous learning. Upon request, the contractor shall provide evidence to the COR documenting that its personnel have all necessary certifications and qualifications and have met all CLR, including requirements for certification(s), certification maintenance, and proof of continuing education and/or sustainment training

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required for CS functional responsibilities.

C.8. DELIVERABLES

All deliverables associated with this TO are unclassified unless specified otherwise.

C.8.1 Monthly Progress Report (CDRL A001)

The contractor shall provide a monthly progress report in accordance with CDRL A001, which shall include the following:

a. Burn Rate Analysis

The Burn Rate Analysis Report is a summary report that captures the rate at which the funds are expended. This report shall be attached in i-RAPT (also known as Wide Area Workflow Receipts and Acceptance (WAWF-RA)), with an email copy to the COR.

b. Incurred Cost Report

The Incurred Cost Report is a summary of all costs incurred to date. This report shall be attached in WAWF-RA, with an email copy to the COR.

C.8.2 Project Planning Chart (CDRL A002)

The contractor shall provide Plans of Action and Milestones (POAMs) and other documentation as required.

C.8.3 Briefing Material/Presentations (CDRL A003)

The contractor shall provide presentations on the capabilities and functionality of the tools and web environments developed under this contract as required.

C.8.4 System Documentation (CDRL A004)

Upon project completion, the contractor shall provide a description of changes applied and updates to System and Network documentation.

C.8.5 Recruitment & Retention Management Plan (CDRL A005)

The contractor shall provide a recruitment and retention management plan for personnel assigned to work under this TO. This management plan shall include management procedures and policies, personnel recruitment and retention "plan," and a chart depicting the contractor's organization and a listing of all contractor personnel assigned to perform under this TO, including designation of their functions, duties, and responsibilities. This plan shall be updated no less than quarterly and provided to the COR upon each update.

C.8.6 Network Drawing Updates (CDRL A006)

The contractor shall provide updates to network drawings as required. The drawings shall be in Microsoft Visio. The Government will provide the required systems and software.

C.8.7 Financial Report (CDRL A007)

The contractor shall collect and report costs associated with NMCI, VTC/AV, Network Operations, Code 70, and Code 60. The report shall include names of employees, hours worked (by month and cumulative), and dollar amount (by month and cumulative) for the following categories:

- NMCI (Code 104)
- VTC (Code 103)
- Network Operations (Code 104)
- Code 70
- Code 60
- Wireless/MFD Programs (Code 10422)

The total dollar amount on the corresponding invoice shall match the total dollar amount on this report.

C.9. GOVERNMENT FURNISHED EQUIPMENT/MATERIALS

The Government will provide on-site office space and computer workstations to the contractor in performance of this task order as required.

Additionally, contractor personnel may be required to operate a low-speed utility cart; primarily for transport of IT equipment.

C.10. PLACE OF PERFORMANCE/TRAVEL

The primary place of performance is NSWCCD in West Bethesda, MD. Occasional travel may be required to support

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the NSWCCD mission; predominantly to NSWCCD detachments, which currently include San Diego, CA; Silverdale, WA; Bayview, ID; Memphis, TN; Port Canaveral, FL; Fort Lauderdale, FL; Little Creek, VA; and Perryville, MD. The Government estimates one to two individuals may be required to travel up to nine times per year.

Contractor personnel may also work at the contractor's location when deemed appropriate and approved by the COR. All travel under this effort must be requested and authorized in writing by the COR, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high or unusual costs expected. The contractor is not authorized to perform any travel that is not in conjunction with this effort. Travel costs shall be in accordance with FAR 31.205-46 and the Joint Travel Regulations.

C.11. SNOW DAYS AND HOLIDAYS

Unless notified otherwise (in advance) by the COR, support services shall not be provided on the ten Federally-recognized holidays.

If appropriate, contractor personnel may be required to work at an alternate location during inclement weather, other emergencies, or site closures. Contractor personnel shall adhere to the policy of the site of performance. The Project Manager/Senior Operations Engineer shall coordinate work at the alternate location with the COR.

C.12. PERIOD OF PERFORMANCE

The potential period of performance is five years; one 12-month base period and four 12-month option periods.

C.13. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR for this task order is [REDACTED] (See Section G)

C.14. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for the Naval Surface Warfare Center, Carderock Division** via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

C.15. SECURITY AND SAFETY REQUIREMENTS

C.15.1 Due to the possible sensitive work and work areas in which work may be performed contractor personnel, with the exception of temporary installers, are required to have (at a minimum) a SECRET security clearance. The Senior Network Engineer or Network Engineer and at least one Linux Engineer require TOP SECRET security clearances and may be subject to random examination by polygraph. All security requirements shall be met in accordance with the DD Form 254 (Attachment C-03). Offerors must have the Facility Clearance (FCL) required by the DD 254 at the time of award.

C.15.2 Defense Federal Acquisition Regulation Supplement (DFARS) Section 252.239-7001 Information Assurance Contractor Training and Certification is hereby invoked.

C.15.3 The contractor shall comply with all NSWCCD Security and Occupational Safety and Health regulations.

C.16. PORTABLE ELECTRONIC DEVICES (PEDs)

C.16.1 Non-government and/or personally owned PEDs are prohibited in all NSWCCD buildings with the exception of personally owned cell phones, which are authorized for use in spaces up to and including Controlled Access Areas. The contractor shall ensure the onsite personnel remain compliant with current PED policy. NSWCCD instruction defines PEDs as the following: any electronic device designed to be easily transported, with the capability to store, record, receive, or transmit text, images, video, or audio data in any format via any transmission medium. PEDs include, but are not limited to, pagers, laptops, radios, and compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPads, digital picture frames, electronic book readers, Kindles, Nooks, cameras, external hard disk drives, and floppy diskettes.

C.16.2 PEDs belonging to an external organization shall not be connected to NSWCCD networks or infrastructure without prior approval from the NSWCCD Information Assurance Branch.

C.16.3 personally owned hardware or software shall not be connected or introduced to any NSWCCD hardware, network, or information system infrastructure.

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C.17.0 Electronic Spillages

C.17.1 Electronic spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media, or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc.). The contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of the Government and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the contractor's performance rating. In the event that a contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the contractor.

C.17.2 NSWCCD command security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DoD Contract Security Classification Specification - DD254. Command security will identify the contractor facility and contract number associated with all electronic spillages during the investigation that involve contractor support. Command security will notify the contracts division of the contractor facility name and contract number, incident specifics, and associated costs for cleanup. The Contracting Officer will be responsible to work with the contractor facility to capture the costs incurred during the spillage clean up. The contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

C.18. Digital Delivery of Data

C.18.1 Delivery by the contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form. The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as "technical data" or "computer software") or the Government's and the contractor's respective rights therein.

C.18.2 Whenever technical data and/or computer software deliverables required by this contract are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government's rights in and to such technical data and/or computer software must also be digitally included as part of the deliverable and on or in the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human-readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human-readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software. Nothing in this paragraph shall replace or relieve the contractor's obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

C.18.3 Digital delivery means (such as, but not limited to, Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as, but not limited to, "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this task order.

C.19. Non-Personal Services/Inherently Governmental Functions

C.19.1 The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. The Government will not direct the hiring, dismissal, or reassignment of contractor personnel. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute, personal services, it is the contractor's responsibility to notify the Contracting Officer immediately in accordance with FAR 52.243-7.

C.19.2 Inherently-Governmental functions are not within the scope of this task order. Decisions relative to programs supported by the contractor shall be the sole responsibility of the Government. The contractor may be required to

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attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

C.20. Contractor Identification

The contractor shall be required to obtain identification badges from the Government for all contractor personnel requiring regular access to Government property. The identification badge shall be visible at all times while contractor personnel are on Government property. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The contractor shall be responsible for ensuring that all identification badges issued to contractor employees are returned to the appropriate Security Office within 48 hours following completion of the task order, relocation or termination of an employee, and upon request by the Contracting Officer.

All contractor personnel shall identify their company affiliation when answering or making telephone calls and sending email and when attending meetings where Government personnel or representatives from another contractor are present.

C.21. Control of Contractor Personnel

The contractor shall comply with the requirements of NAVSEA and NSWCCD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to the DoD Standards of Conduct.

C.22. Termination of Employees with NSWCCD Base Access

(a) The contractor shall ensure that all employees who have a NSWCCD badge and Common Access Card (CAC) turn in the badge and CAC immediately upon termination of their employment under this TO. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCCD physical security of all changes in their personnel requiring NSWCCD base access.

(b) For involuntarily separated contractor personnel and/or those separated under adverse circumstances, the contractor shall notify NSWCCD physical security in advance of the date, time, and location where the NSWCCD representative may retrieve the NSWCCD badge and CAC prior to the employee departing the contractor's facility or Government facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCCD Physical Security of the separation and make arrangements between the former employee and NSWCCD physical security for the return of the badge and CAC.

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

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

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

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

(d) The contractor agrees that it will promptly notify the Task Order Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to

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such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

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

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

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

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

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

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

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

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

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

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SECTION D PACKAGING AND MARKING

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 (NISPOM), DOD 5220.22-M dated 28 February 2006.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

Name of Individual Sponsor:

Name of Requiring Activity:

City and State:

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SECTION E INSPECTION AND ACCEPTANCE

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

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

HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION DELIVERIES

Items 9000-9800- Inspection and acceptance shall be made at destination by a representative of the Government.

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

Items 7000 - 7900 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

All terms and conditions, including clauses, in the basic MAC IDIQ contracts are hereby expressly incorporated into this task order request for proposal and resulting task order.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	7/3/2017 - 7/2/2018
9000	7/3/2017 - 7/2/2018

CLIN - DELIVERIES OR PERFORMANCE

Services to be performed hereunder will be provided primarily at the Naval Surface Warfare Center - Carderock Division's headquarters in West Bethesda, MD.

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SECTION G CONTRACT ADMINISTRATION DATA

G-1: 252.204-0005 Line Item Specific: by Cancellation Date (Sep 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

G-2 252.232-7006 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 Central Contractor Registration at

<https://www.acquisition.gov>; and

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

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

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

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

(1) Document type. The Contractor shall use the following document type: Cost Voucher / Combo

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location in WAWF: N00167.

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00167
Admin DoDAAC	S0514A
Inspect By DoDAAC	N00167
Ship To Code	N00167
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00167
Service Acceptor (DoDAAC)	N00167
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA05B
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

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payment request.

(5) WAWF email notifications. The Contractor shall enter the following e-mail address in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system: [REDACTED]

(g) WAWF point of contact.

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

[REDACTED]; email: [REDACTED]

[REDACTED] email: [REDACTED]; [REDACTED]

(2) For technical WAWF help, contact the WAWF helpdesk at [REDACTED].

(End of clause)

G-3. SUPPLEMENTAL WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

(a) The following Wide Area WorkFlow (WAWF) payment instructions supplement DFARS Clause 252.232-7006 (G-3).

(b) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of: 1) all labor categories and individuals utilized during the billing period; 2) number of hours and fully burdened hourly labor rates (including fee) per individual*; 3) material (consumable and non-consumables) description and fully burdened costs, separated by type; 4) fully burdened travel costs itemized by trip, date and individual; 5) other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.; 6) subcontractor costs itemized with the same level of detail; and 7) average actual hourly labor rates (total actual fully burdened labor cost/total # hrs performed).

*In lieu of providing names of individuals, you may choose to assign an "employee code" to each individual. If the aforementioned methodology is chosen the Contracting Officer may require an employee matrix mapping the employee codes to an individual name.

Attachments created with any Microsoft Office product or Adobe (.pdf files) are to be attached to the invoice in WAWF. The total size limit for files per invoice in WAWF is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR/TOM.

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(e) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc) shall not be priced separately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

G-4 ACTIVITY OMBUDSMAN

The Ombudsman for this Task Order is:

Name: [REDACTED]

Phone: [REDACTED]

E-Mail: [REDACTED]

G-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative for this TO: will be specified at the time of TO issuance.

Name: [REDACTED]

[REDACTED]

[REDACTED]

E-mail: [REDACTED]

Telephone: [REDACTED]

G-6 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave

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(administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis. When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable cost accounting standards, and the Contractor's established accounting policy.

Accounting Data

SLINID	PR Number	Amount
700001	130065330800001	██████████
LLA :		
AA 97X4930 NH1C 257 77777 0 050120 2F 000000 A00004064013		
700002	130065330800003	██████████
LLA :		
AB 97X4930 NH1C 257 77777 0 050120 2F 000000 A10004064013		
700003	130065330800004	██████████
LLA :		
AC 97X4930 NH1C 257 77777 0 050120 2F 000000 A20004064013		
700004	130065330800005	██████████
LLA :		
AD 97X4930 NH1C 257 77777 0 050120 2F 000000 A30004064013		
900001	130065330800002	██████████
LLA :		
AA 97X4930 NH1C 257 77777 0 050120 2F 000000 A00004064013		

BASE Funding ██████████
Cumulative Funding ██████████

MOD P00001 Funding ██████████
Cumulative Funding ██████████

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SEA 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

- (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 67,732 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (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 (i) 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 1,302 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) 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.
- (h) 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 overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional “main office” worksite. An alternative worksite means an employee’s residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee’s main office. The Government reserves the right to review the Contractor’s alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor’s election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract. (End of Text)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition. “Small business concern” as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

NAVSEA 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:

ITEMS	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
7000	██████████	██████████	3 July 2017 – 2 June 2018
9000	██████████	██████	3 July 2017 - 2 July 2018

(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

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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.

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SECTION I CONTRACT CLAUSES

All applicable clauses in the offeror's basic Seaport IDIQ contract apply to this Task Order.

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003) (OCT 2015)

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

52.217-9 Option To Extend The Term Of The Contract (Mar 2000) (Navsea Variation) (Apr 2015)

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

Items	Latest Option Exercise Date
7100	No later than 10 months after the TO PoP start date.
7101, 7102 and 7103	No later than 7 months after the TO PoP start date.
7200, 7300 and 9200	No later than 12 months after the TO PoP start date
7400, 7500 and 9400	No later than 24 months after the TO PoP start date
7600, 7700 and 9600	No later than 36 months after the TO PoP start date
7800, 7900 and 9800	No later than 48 months after the TO PoP start date

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE 1", (NAVSEA 5252.216-9122), if the total man hours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of man hours specified in paragraph (a) of the aforementioned requirement have been expended. (End of Clause)

52.222-41 -- Service Contract Labor Standards.

Service Contract Labor Standards (May 2014)

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

“Contractor” when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term “Government Prime Contractor.”

“Service employee” means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C.

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chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.*

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the

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classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

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(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.*

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

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(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's certification.*

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wage otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under section 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State

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Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision --

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes concerning labor standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (End of Clause)

52.222-42 -- Statement of Equivalent Rates for Federal Hires.

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class (Wage Determination Category - TO Labor Category)	Monetary Wage -- Fringe Benefits
13110 Video Teleconference Technician - VTC Technician	██████████
13110 Senior Video Teleconference Technician - Senior VTC Technician	██████████
14160 Personal Computer Support Technician Representative- Help Desk Representative	██████████
23931 Telecommunications Mechanic I- Installer	██████████
23932 Telecommunications Mechanic II- Senior Installer	██████████
*Workstation Technician	██████████
*Customer Service Representative	██████████
*Senior Customer Service Representative	██████████

*The Department of Labor will not be issuing a wage determination for these positions. Thus, In accordance with Title 29 C.F.R. Part 4, Section 4.6(d), the contractor is required to pay no less than the Federal minimum wage.

(End of Clause)

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

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

- (1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
- (2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
- (4) “Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (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

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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 evaluation 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

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

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

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**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. N00178-14-D-7939-N0016717F3006
Contractor Name Strategic Data Systems
Contractor Address 610 West Ash Street, Suite 1100; San Diego, CA 92101
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. N00178-14-D-7939-N0016717F3006
Contractor Name Strategic Data Systems
Contractor Address 610 West Ash Street, Suite 1100; San Diego, CA 92101

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

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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.

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(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 [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.

(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.

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- (15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to—
- (i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;
 - (ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;
 - (iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;
 - (iv) Modify computer software provided that the Government may—
 - (A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and
 - (B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v) and (vi) of this clause;
 - (v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—
 - (A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;
 - (B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;
 - (C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(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 [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;
 - (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 [252.227-7025](#), 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—
 - (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.
 - (viii) "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

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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 [227.7103-7](#); or

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

(3) *Restricted rights.*

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

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

(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 [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.*

(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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

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Contract No. _____
Contractor Name _____
Contractor Address _____
Expiration Date _____

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—
(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

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

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

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

(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

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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

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SECTION J LIST OF ATTACHMENTS

A001 Monthly Progress Reports CDRL

A002 Project Planning Chart CDRL

A003 Briefing Materials and Presentations CDRL

A004 System Documentation CDRL

A005 Recruitment and Retention Plan CDRL

A006 Network Drawing Updates CDRL

A007 Financial Report CDRL

C-01 TI Planning and Estimating Spreadsheet

J-01 Acronym List

C-02 QASP

C-03 DD 254 DoD Contract Security Classification Spec

J-03 Wage Determination dated 5 January 2016

J-02 Labor Category Information