

2. AMENDMENT/MODIFICATION NO. 63	3. EFFECTIVE DATE 13-Dec-2018	4. REQUISITION/PURCHASE REQ. NO. 1300535657	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00421	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

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SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Greenfield Engineering Corporation 20319 Beauvue Ct. Leonardtown MD 20650-4502	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7733-M801 10B. DATED (SEE ITEM 13) 17-Nov-2014
CAGE CODE 3BQ32 FACILITY CODE	<input checked="" type="checkbox"/>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), FAR 52.232-22 and NAVSEA clause 5252.216-9122
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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) William A. Weston, Pres/CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandi L Crawford, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/William A. Weston (Signature of person authorized to sign)	15C. DATE SIGNED 12-Dec-2018
	16B. UNITED STATES OF AMERICA BY /s/Sandi L Crawford (Signature of Contracting Officer)
	16C. DATE SIGNED 13-Dec-2018

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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contractor shall support the development and maintenance of the NAWCAD VH-3D and VH-60N Test Bed aircraft, and provide qualified aircrew personnel to support flight testing.

3.2.5 Updated Documentation

The contractor shall adhere to CMMI protocols while providing updates to baseline VH System Software Support Activity (VH SSSA) Program documentation. Such documentation consists of, but is not limited to, operator and maintenance manuals, training manuals and test and evaluation program documentation, as well as program definition and program management documentation. The contractor shall develop financial and technical presentations based on customer provided data. The contractor shall assist in providing updates to web based documentation and training, as directed by the government.

3.2.6 Technical Support for Field Installation

The contractor shall provide technical support for field installation of upgrades for VH-3/VH-60 avionics and related avionics programs, to include CH-53E/D and MH-53E program, as required. Installation shall include, but not be limited to, installation of the upgrade onboard the aircraft or platform at the deployed site, checkout of the system performance on the ground and in flight, and indoctrination and training for aircrews or other operators and maintenance personnel. In addition, the contractor shall perform any required maintenance on other system components to leave the squadron with a fully functional system to the maximum extent possible.

3.3 Quality Assurance (QA)

The contractor shall implement QA procedures to verify that the program will meet the current requirement specifications approved by NAWCAD during each step of the production. The contractor shall implement QA procedures to validate the accuracy, correctness and performance of the programs, to verify the accuracy and conformance of program documentation, and to ensure that all procedures are properly and completely followed.

3.4 Operator Training

The contractor shall provide the full support necessary for initial fleet introduction of a new system and/or system program configuration. This task shall include initial training of the testing community, initial HMX-1 squadron orientation, and full initial squadron training as directed and required by NAWCAD. Training materials, instruction and system operation shall be provided in the form of resolution of fleet and test community generated trouble and problem reports. Special training courses shall be provided as required to assist in the fleet acceptance of newly developed systems and/or systems software (CDRL A010).

3.5 Program Level Management Support

The contractor shall provide program management support for VH-3/VH-60, avionics integration projects, and other related avionics systems programs under the auspices of AIR 4.5.1.2, to include CH-53E/D and MH-53E. Such support may include: the generation of detailed planning schedules and work breakdown structures; the monitoring of progress versus expenditures of time and money; financial tracking; monitoring of deliverables for timeliness, adequacy, and quality; preparation of briefing materials; and development of project management databases. The contractor shall perform analysis, definition and planning studies for the VH-3/VH-60, avionics integration projects, and other related avionics systems programs under the auspices of AIR 4.5.1.2, to include CH-53E/D and MH-53E. The contractor shall provide trade-off analysis and engineering approach analysis pertaining to the integration of new avionics system functions, mode and architecture or modifications as specified in Engineering Change Proposals.

3.5.1 The contractor shall provide the following program management support services in support of the Executive Helicopter, VXX, MH-53 and related Avionics program data via the following:

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(a) Project Control Support Services

1. Budget: The contractor shall maintain cost accounting data (including data on utilization of individual labor categories and reimbursable expenses) for each delivery order and modifications under this contract, and the overall cost of the entire contract, and ensure that costs are within prescribed limits.
2. Milestones/schedules: The contractor shall monitor work completed against milestones planned to assure that each project objective is met according to schedule.
3. Deliverables: The contractor shall maintain a library and allow Government access to the library on the contractor's premises at the primary contract site, which contains all document deliverables in both paper and electronic format. At the termination of the contract, the contractor shall deliver the complete library to the COR.
4. Purchasing system: The contractor shall track, manage, and otherwise account for purchases made on behalf of the Government under the authority of this contract with a Purchasing System.
5. Contract Monthly Reports are periodic, recurring submissions of resource expenditures and progress against the applicable planned activities (CDRL A001). The Contractor shall provide periodic progress reports, which cover overall Contract status and specific status on each outstanding effort or task (CDRL A002). The contractor shall review all financial data for compliance with contractual requirements.

(b) Documentation of Reimbursable Expenses

The contractor shall maintain current and accurate documentation of all expenses incurred in the performance of work under the contract (CDRL A011). Original receipts and invoices, copies of originals, or summaries of all expenses charged to travel, other direct costs will be made available to the COR upon request. The contractor shall submit a final report at the end of the period of performance (CDRL A003).

3.5.2 Planning Support Services

The contractor, using NAWCAD provided data shall perform the following types of Programs/Project Planning support services in support of NAWCAD:

3.5.2.1 Program Planning Support Services

The contractor, using NAWCAD provided data, shall perform analysis, definition and planning studies for a variety of avionics system projects and programs. These studies and analyses will typically include:

- Component test, evaluation, data analysis and resource assessment.
- Analysis of system performance requirements from approved operational requirements.
- Application analysis of advanced system technologies to meet system performance requirements.
- Analysis of alternative conceptual system and subsystems designs.
- Performance analysis of alternative system concepts.

3.5.2.2 Development Planning Support Services

The contractor shall perform support to trade-off analyses and engineering approach analyses pertaining to the integration of new avionics system functions, modes and architecture or modifications as specified in Engineering Change Proposals (ECP(s)). The contractor shall recommend, based on these analyses, the specific avionics system development and engineering efforts and requirements necessary to meet the program objectives and milestones.

3.5.2.3 Technical Development/Resource Planning Support Services

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The contractor shall provide support services to performance reviews, trade-off analysis, engineering approach analysis, production analysis and recommend the specific avionics system development/engineering efforts, manufacturing, facilities, and task requirements necessary to meet technical program objectives and milestones. The contractor shall define the major milestones, schedules and relevant resource requirements for each phase of a project. The contractor shall perform support services in the following:

- Project estimating including cost, schedules, manpower, resources, size and Work Breakdown Structure.
- Risk identification, assessment, impact, metrics and mitigation.
- Product analysis including documentation, assembly instructions, bill of materials (BOM), component selection, material lead times, logistics supply and tracking and manufacturing requirements.
- Component test and evaluation planning, resource assessment, data collection and data analysis.
- Facility analysis including fabrication environments, special tooling, required testing capability, and security adherence.
- Production Performance Monitoring and studies
- Production Readiness Reviews (PRR) corresponding to tangible products, engineering changes, procurement cycle requirements, or achievement levels.
- Development methodologies and management processes, metrics, tools, configuration and quality control measures and procedures, etc.
- Program reviews including conferences, technical interchange and IPT meetings providing briefs, surveys, data analysis and presentations.

3.5.3 Risk Management

The Contractor shall describe the procedures to be used for managing areas of risk to successful project completion. Risk Management shall identify and prioritize the areas of risk as High, Medium or Low; identify the risk factors that contribute to the potential occurrence of each risk; document procedures for monitoring and tracking the risk factors and for reducing the likelihood of occurrence of each risk; and identify contingency procedures for each area of risk. The Contractor shall monitor and report to the Government on each area of project risk (CDRL A004).

3.6 Prototype Design and Development

The contractor shall design, fabricate, and test special purpose prototype hardware used in the development of Executive Helicopter systems. Prototype hardware may be composed of both Commercial Off-the-Shelf (COTS) and contractor-designed and fabricated components. Computer-aided Design (CAD) will be necessary for the development and completion of complex schematics. The contractor may be required to produce three dimensional models for form and fit analyses. The contractor will be required to test these devices in a laboratory environment and in the intended operational environment for the item. Special purpose electronic test equipment may be required. The contractor will perform Electronics System Prototyping, Metal Fabrication, Precision CNC Milling, Electronic Fabrication, Rack and Chassis Design and Fabrication, Cabling Design and Fabrication, Avionics Systems Small Scale Manufacturing, Electronic and Mechanical Design, Precision Sheet Metal Fabrication, System Design and Integration, Electronic Assembly, Depot Level Repair, Technical Procurement Services, and CAD/CAM development.

3.7 VXX Program Support Services

3.7.1 Resource Planning

The contractor shall provide support services for component test and evaluation planning, resource assessment, data collection and data analysis support, make recommendations for improvements to the systems or resolution of problems related to the systems that are necessary to support aircraft production. The contractor shall assess known and potential production deficiencies and make recommendations for correcting the deficiencies.

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3.7.2 Production Performance Monitoring Support Services

The contractor shall review and provide status of manufacturing production operations. This shall include analysis of production issues at the prime contractor facility and its suppliers. The contractor shall assess the prime contractor's performance relative to meeting contract requirements; identification to potential problem areas such as systemic manufacturing issues, and recommends joint government/contractor alternatives to resolve. The contractor shall review the prime and subcontractor assembly instructions, bill of materials (BOM), assembly work orders, material lead times, and manufacturing requirements planning systems (MRPS) data, trade studies, special tooling/special test equipment requirements, master control media, and interchangeability. The contractor shall review data items as required and provide comments to the VXX Production Integrated Product Team (IPT) Lead in the form of weekly highlights, meeting minutes, debriefs, reports, and presentations. The contractor shall assess, report, and manage production/manufacturing planning and execution risks. The contractor shall execute Production Readiness Reviews (PRRs) for new subcontractors and/or engineering changes. This includes readiness reviews of the VXX prime contractor and subcontractors. Effort consists of site visits and formal documentation of findings in a PRR database. The contractor shall support program reviews, technical review, technical interchange meetings, and Production IPT meetings as required. This includes visits to the VXX prime contractor, various major subcontractors, and various Government facilities. The contractor shall review and provide comments on all new and modified production facilities at the VXX prime contractor's site and subcontractor's site. This shall include analysis of production floor layout, inventory receipt and warehousing, and tooling and test equipment requirements. The contractor shall review and provide comments on all production schedules, manufacturing transition plans, and material supply lists. This should include developing and managing a tracking system that will identify production schedule, aircraft build cycle, part/kitting availability, material, and facility availability issues. The contractor shall assess and analyze all issues identified within the tracking system to include production schedule impacts and overall program impacts. This includes providing comments and a recommended prioritization for addressing actions. The contractor shall provide Production IPT support for management conferences, program reviews, production readiness reviews, integrated baseline reviews and site surveys. This should include preparing production briefs and presentations, production manpower analysis, resource monitoring, meeting minutes, and meeting attendance as necessary (CDRL A013). The contractor shall participate in various other IPT meetings and reviews to ensure all issues and concerns relating to the production IPT are addressed.

3.8 Resource Allocation Management Support Services

The contractor shall provide hardware configuration management support, including data management, operation and maintenance of NALCOMIS databases and Resource Allocation Management Program (RAMP) Database. The contractor will collect and analyze data from Government and Contractor sources for input into the RAMP system. The contractor will perform interviews with PMA designated representatives to establish RAMP configuration and data collection points of contact. The contractor will provide training to PMA RAMP maintainers and users prior to IOC, and provide technical assistance to the RAMP maintainers and users.

3.9 Data Deliverables

The contractor shall deliver data to the cognizant ACOR/TPOC as follows:

Description in Accordance With DD 1423 (Attached)

3.9.1 Cost Funds Status Report CDRL A001

3.9.2 Program and Technical Status Report CDRL A002

3.9.3 Final Report CDRL A003

3.9.4 Risk Management Report CDRL A004

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3.9.5 Requirements Report CDRL A005

3.9.6 Functional and Design Requirements CDRL A006

3.9.7 Test and Evaluation Requirements CDRL A007

3.9.8 Test and Evaluation Plans and Procedures CDRL A008

3.9.9 Technical Drawings CDRL A009

3.9.10 Manuals and Courseware CDRL A010

3.9.11 Incurred Cost and Progress Report CDRL A011. **(Deleted as of June 29, 2017)**

3.9.12 Subcontracting Health Assessment Report CDRL A012.

3.9.13 Report, record of meeting/minutes CDRL A013

3.9.14 The contractor shall provide Documentation support for the VH legacy In-Service VH-3D & VH-60N Program.

3.10 Security Requirements

The contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of program technical information, to include classified information, information marked FOUO (For Official Use Only), CUI (Controlled Unclassified Information), CI (Critical Information), CT (Critical Technology), CS (Critical Systems), Critical Program Information (CPI), and PII (Personally Identifiable Information). The Contractor shall handle and protect all program technical information not previously authorized for public release IAW DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) and DoD Manual 5200.01, DoD Information Security Program (Volumes 1-4). The Contractor shall also protect PII in accordance with the requirements established in 5 U.S.C. § 552a, The Privacy Act of 1974.

Release of program technical information (not previously approved for public release) to foreign entities or US citizens working for a foreign owned, controlled, or influenced (FOCI) company is restricted by DoD 5220.22M, (NISPOM), Title 22 U.S.C. 2778 The Arms Export Control Act (AECA), and 22 CFR 120-130, the International Traffic in Arms Regulations (ITAR) and all applicable US Export Control laws and regulations.

All Contractor facilities shall provide an appropriate means of storage for controlled unclassified information and materials. The Contractor shall ensure that all personnel requiring access to classified information comply with the security clearance requirements per DoD 5200.2-R, DoD Personnel Security Program, and DoD 5220.1-M, NISPOM. The Contractor shall ensure that all personnel requiring Yankee White access level comply with DoDD 5210.55, Department of Defense Presidential Support Program dated 15 December 1998, and DoDI 5210. 87, Selection of DOD Military and Civilian Personnel and Contractor Employees for Assignment to Presidential Support Activities dated 30 November 1998.

In accordance with DoDI 5230.24, Distribution Statements on Technical Documents, The Contractor shall apply the following statement on the bottom of the front/cover page of all IN-SERVICE Technical Publications:

"Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only (Reason) (June 2014). Other requests shall be referred to the Presidential Helicopters Program Office (PMA-274), Patuxent River MD 20670.

WARNING- This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S. C., App. 2401 et

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seq.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

The Contractor shall apply the following statement on the bottom of the front/cover page of ALL OTHER In-Service program technical documents:

"DISTRIBUTION STATEMENT F: Further dissemination only as directed by the Presidential Helicopters Program Office (PMA-274), Patuxent River MD 20670, June 2014, or higher DoD authority.

WARNING- This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S. C., App. 2401 et seq.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

The Contractor shall apply the following statement on the bottom of the front/cover page of ALL VXX program technical documents:

"DISTRIBUTION STATEMENT F: Further dissemination only as directed by the Presidential Helicopters Program Office (PMA-274), Patuxent River MD 20670, March 2012, or higher DoD authority.

WARNING- This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S. C., App. 2401 et seq.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

Public Release:

Any controlled unclassified information pertaining to this contract shall not be released for public dissemination, including posting to any social media sites such as Facebook or Twitter, unless it has been approved for public release by appropriate the U.S. government authority. All information dissemination to any individual(s) not party to this contract must be cleared by PMA-274 in writing. Material may include, but is not limited to, technical papers, reports, presentations, news releases, videos (with scripts), photographs (with captions), viewgraph presentations (with scripts), web pages, etc. Any material (including FOUO material) presented at venues such as hotels and conference centers, where wait staff is not cleared, should be approved for public release.

The Contractor shall submit all technical information and materials, including note pages in all briefings and slide presentations, at least 10 working days prior to the date necessary for public release. The NAVAIR Public Affairs Office is responsible for the public release clearance process and authorized to make public release determinations.

Submit ALL Public Release Requests to:

Department of Navy

PEO(A) Public Affairs Office

47123 Buse Road

Bldg 2272, SUITE 162

Patuxent River, MD 20670

301-995-2774

Reporting Security Violations:

A violation is any knowing, willful, or negligent action that could reasonably be expected to result in an unauthorized disclosure of classified information. An unauthorized disclosure or release of classified or FOUO

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information is the communication, physical transfer, inadvertent, unauthorized, or illegal conveyance of technical program information, in any manner, to an unauthorized recipient, or to any person(s) not previously authorized by PMA-274, or higher DoD authority. Methods of disclosure or release include oral, physical and visual.

For all security violations and unauthorized disclosures or releases of VH program information, the Contractor shall notify the PMA-274 Program Security Manager (PSM) and the Contracting Officer Representative (COR) within 24 hours regarding any violation upon first identification/detection/notification of the incident regardless of how the Contractor became aware of the information. The Contractor shall use the “Administrative Inquiry Process Job Aid” located at the DSS Website: <http://www.cdse.edu/documents/cdse/ai-job-aid-for-industry.pdf> to submit preliminary, initial, and final reports as required by the NISPOM. For FOUO, the Contractor shall submit the Preliminary and Initial Reports within 72 hours, and 30 days for the Final Report.

The Contractor shall report all cyber-security intrusions/incidents involving the potential compromise, exfiltration, or other loss of any VH Program FOUO data on the Contractor’s information system to the Department of Defense (DoD)-Defense Industrial Base (DIB) Collaborative Information Sharing Environment (DCISE) at: <http://www.dc3.mil/dcise/dciseAbout.php>. Initial reports shall be made within 24 hours upon first identification/detection/notification of the intrusion/incident regardless of how the Contractor became aware of the information. Initial report information should include the following information, as available:

- Applicable dates, including date of compromise and date of discovery
- Threat methodology, including all known “resources” used (e.g., IP addresses, domain names, software tools)
- An account of what actions the threat(s) may have taken on the victim system/ network
- What information may have been compromised, exfiltrated or lost and its potential impact on Government programs

The Contractor shall provide copies of reports to the PMA-274 PSM at the same time they are submitted to other organizations. Reporting security violations to the PMA-274 PSM does not replace the reporting requirements to other organizations.

Corrective Actions/Conclusions:

Upon completion of the final report, the Contractor shall develop and implement a risk mitigation plan to correct identified security vulnerabilities/deficiencies within 30 days of final report and provide mitigation plan(s) and evidence of implementation to the PMA-274 PSM. The Contractor shall notify PMA-274 PSM (in writing) for any specific security deficiency requiring corrective action that exceeds 30 days.

See the Contract DD-254 Form for additional security requirements.

3.10.1 Information Assurance

The Contractor shall ensure that when transmitting FOUO, over non-secure e-mail (e.g. not connected to the NMCI network through Broadband Unclassified Remote Access System / Virtual Private network), those transmissions are encrypted using Department of Defense Public Key Infrastructure (DoD PKI), or an approved DOD External Certificate Authority (ECA), in accordance with DoD Instruction 8520.02, “Public Key Infrastructure (PKI) and Public Key (PK) Enabling.”

The Contractor shall ensure that Contractor Owned and Operated Networks and Information Systems that process, store, display, manipulate, and/or transmit Unclassified Government Program technical data FOUO shall comply with the protective measures in accordance with DoD Instruction 8582.01, Security of Unclassified DoD Information on Non-DoD Information Systems. Contractor owned information systems that process, store, display, manipulate, and/or transmit classified Government information shall be certified and accredited by the appropriate Designated Approving Authority, Defense Security Service (DAA DSS).

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4.0 FACILITIES

The contractor shall have the capability in its own facility to perform Electronics System Prototyping, Metal Fabrication, Precision CNC Milling, Electronic Fabrication, Rack and Chassis Design and Fabrication, Cabling Design and Fabrication, Electronic and Mechanical Design, Precision Sheet Metal Fabrication, System Design and Integration, Electronic Assembly, and CAD/CAM development. This fabrication prototyping shall be aimed at reducing schedule, cost, and technical risk, and shall be utilized for the rapid development of system test or integration tools with no intent for multiple device production.

5.0 GOVERNMENT FURNISHED MATERIAL

The NAWCAD will provide all documentation and specifications necessary for successful completion of the tasks. The contractor will have access to necessary data and processing analysis equipment at the NAWCAD, Patuxent River, MD.

6.0 PLACE OF PERFORMANCE

The place of performance will be on-site at NAWCAD PAX, Fleet Readiness Center Southeast (FRCSE) Naval Air Station (NAS) Jacksonville, FL or off-site at the contractor's facility, as required by the government. During the performance of tasks under this contract, the contractor personnel shall be required to frequently commute between NAWCAD PAX and the contractor's facility, for the purpose of performing tasks that require the use of equipment and systems at the respective facility, and for the purpose of obtaining direction and instruction. The contractors must support meetings at NAWCAD PAX within 60 minutes of meeting notification. Work shall be accomplished at the contractor's facility in Lexington Park, MD area, onsite at the government's site at Patuxent River, MD, and at other government sites worldwide.

Installation closure: When Federal employees are officially excused from work due to a holiday or a special event, severe weather, a security threat, or any other Government facility related problem that prevents Federal personnel from working at the Government facility, contractor personnel assigned to work at that facility performing non-mission essential work in support of such Federal employees shall follow their parent company's policies

While generally contractor personnel may not perform work on-site at a Government facility without supervision from Federal personnel, in very limited circumstances, work being performed by contractor personnel may be deemed mission essential and performance of such mission essential work may be authorized to continue at the Government facility despite the facility being otherwise closed for normal operations. The circumstances permitting work being performed by contractor personnel to be deemed mission essential are extremely limited and generally only apply to performance of efforts related to public health, safety, or matters related to national security. The cognizant Contracting Officer must concur with any determination that work being performed by contractor personnel is mission essential.

So...unless the contractor personnel are deemed essential, when the base is closed, they should not attempt entry.

7.0 CONTRACTING OFFICER'S REPRESENTATIVE

The COR who will perform the inspection acceptance of the technical deliverables is Mr. John A. Harris (AIR 4.5.1.), (301) 342-9143.

8.0 TRAVEL REQUIREMENTS

Contractor personnel shall travel to provide needed tasks through off-site meetings, conferences, design,

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installation, integration, maintenance or system test to support field experiments, test evaluation, or events. As part of this travel, contractor personnel may be required to travel in CONUS, overseas, or serve onboard ships or aircraft for extended periods of time. All travel shall be performed in accordance with the provisions and guidelines of the most current Federal Travel Regulations. The contractor shall accomplish travel when essential to task performance. Due to manufacturing and production of components being produced all over the world, extensive travel requirements are anticipated in order to collect data and report on the status of the various components. Actual expenses incurred for travel shall be in accordance with Government Travel Regulations guidelines. Contractor personnel shall be required to perform travel to various locations within, and outside the continental United States. Travel to the locations below is anticipated during the period of performance. Other travel may be required to accomplish the tasks included herein. Due to the necessity to provide system integration at deployed sites on a rapid deployment basis, the following travel should be viewed as characteristic and not a definitive list:

Quantico, Virginia 2 persons 1 day each 10 trips per year
Stratford, Connecticut 2 persons 3 days each 3 trips per year
Indianapolis, Indiana 2 persons 3 days each 2 trips per year
Birmingham, AL, 2 persons, 10 days each, 3 trips per year
Cedar Rapids, IA, 2 persons, 3 days each, 2 trips per year
Palmdale, CA, 2 persons, 3 days each, 2 trips per year
Owego, NY, 2 persons, 3 days each, 2 trips per year

MINIMUM PERSONNEL REQUIREMENTS

The contractor shall be responsible for employing personnel having the following levels of education, professional, and technical experience. These qualifications are only a baseline; contractors should strive for technical excellence in personnel by demonstrating experience and qualifications beyond these qualifications.

The specialized experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the applicable labor categories listed below. The experience indicated in the following labor categories must have been performed during the past five years. In cases requiring experience of more than five years, at least five years of the total experience must be within the past five years. Key personnel are those who will be performing in Key Labor Categories listed below.

Personnel must have, or be able to obtain the appropriate security clearance as stated on the DD Form 254. Proof of U.S. citizenship is required to be permitted access to Government installation, aircraft, and ships.

Note: All required experience for all labor categories may have been obtained concurrently. All degrees shall be obtained from an accredited college or university.

Definitions

As used in the minimum personnel qualification descriptions for this contract, the terms indicated shall be defined or their meaning qualified as follows:

academic year - a full or complete year of study at a junior college, college, university, or other academic institution toward which at least 30 semester hours or 45 quarter hours of undergraduate study, or 18 semester hours or 27 quarter hours of postgraduate study, were completed.

accredited institution - a post-secondary educational institution (junior college, college, university, technical trade, or professional school) which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

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accredited program - an educational program or course of study offered by a post-secondary educational institution which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

degree - an academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the bachelor's, master's, or doctoral levels only.

engineering or engineering discipline - when used in relation to educational or work experience requirements, "engineering" shall mean any of the following specific subjects, disciplines, or areas of work experience only: aerospace, civil, computer, electrical, electronics, industrial, mechanical or nuclear engineering.

experience and years of experience - when used in relation to requirements for past participation in professional work or employment activities, "experience" shall mean full-time (on the basis of a standard forty hour work week) participation, at least one-half of which time was spent performing qualifying functions as practitioner or employee.

When used in relation to requirements for a particular term or period of participation, "years of experience" shall mean full, productive years of participation. Productive years are work years of fifty-two weeks reduced by reasonable amounts of time for holiday, annual, and sick leave. If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be cumulated to arrive at full years (or years and months) of experience. For example, only the actual number of full days (or full-day equivalents) of duty or drills completed during a year of military reserve participation, or in other qualifying part-time employment or practice may be cumulated toward years of experience. Qualifying part-time experience performed in addition to other full-time qualifying employment during the same period of time may be cumulated on a full-time equivalent basis and added to the full-time experience to satisfy a total experience requirement.

postgraduate degree - a master's, Ph.D., or other professional degree for which completion of an undergraduate curriculum for receipt of a bachelor's degree was a prerequisite.

technical discipline – when used in relation to educational or work experience requirements, "technical discipline" shall mean a degree in the field of Mathematics or Sciences.

technical rating - completion of a U.S. Navy electronic technology related B or C school for Cryptologic Technician Technical (CTT), Electronic Technician (ET), Electronic Warfare Technician (EW), Fire Controlman (FC), or Information Systems Technician (IT) or the equivalent from another branch of service.

Labor Category Qualifications:

Junior Financial Analyst

Proposed Function Description: Provides financial and/or accounting support to the activity Accounting Department, Budget Department, Financial Systems Department or Business Operations Department, and other organizational support elements and other activities. Performs analytical and evaluative work requiring a comprehensive knowledge of: (1) theory and principles; (2) financial and management organization, operations, and practices; (3) pertinent statutory or regulatory provisions; and (4) related basic economic, accounting, and legal principles. Develops and analyze impacts of budget marks. Assists with development of appropriate acquisition documentation regarding financial interest items. Provides support with a variety of management activities, corporate initiatives, special projects, and data calls which could have significant impact on the organization and its business operations.

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Proposed Education: AS or AA degree. **ALLOWABLE SUBSTITUTION:** An additional four (4) years of experience can be substituted for an AS or AA degree.

Proposed Experience: At least two (2) years of experience in a business or technical position.

Senior Program Manager

Proposed Function Description: Acts as the overall lead, manager and administrator for the contracted effort of ACAT I and II programs or manages across multiple teams. Directs efforts of cross-competency team(s) to include government civilians and contractors at multiple locations. Serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Regularly briefs senior leadership on program status and milestones. Supervises contractor personnel program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources and controls financial and administrative aspects of the program/project with respect to contract requirements.

Proposed Education: MS or MA degree in a Business, Management, or "Relevant Technical Discipline". **ALLOWABLE SUBSTITUTION:** A BS or BA degree and an additional four (4) years of experience can be substituted for an MS or MA degree. An AA degree and an additional eight (8) years of VH-60N or VH-3D specific experience can be substituted for an MS or MA degree.

Proposed Experience: At least twelve (12) years of professional experience in the Defense acquisition, three (3) years of which must have been in the previous six (6) years, and five (5) years of which must have been with VH-3D/VH-60N in support of Navy Acquisition management; and a minimum of three (3) years supervisory experience. Experience with aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability. Experience in initiating and maintaining technical direction within broad program objectives directly related to aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability. Experience managing different phases of weapon system acquisition, including Concept Development, SD&D. Knowledgeable of acquisition policies and procedures. Demonstrated knowledge of and experience with the requirements of the DOD 5000 series. Demonstrated understanding of and experience with the time critical nature of the DX-1 rating system. Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management.

Configuration Management Analyst

Proposed Function Description: Performs the necessary functions of configuration management for control of technical (hardware and software) configurations of laboratory or project assets. Apply government-instituted processes for documentation, change control management, data management, reconfiguration, base lining, data management, and other relevant processes. Ensure adherence to institutionalized processes and procedures.

Proposed Education: BS or BA degree. **ALLOWABLE SUBSTITUTION:** An AA degree and an additional two (2) years of relevant work experience can be substituted for a BS or BA degree, or a High School diploma or GED and an additional four (4) years of relevant work experience can be substituted for a BS or BA degree.

Proposed Experience: At least six (6) years program experience; a minimum of three (3) years out of the prior six (6) years of program experience must include aircraft systems configuration management. Demonstrated program experience in the configuration management process must include: configuration identification, control, audit, and status; DOD configuration management policies, procedures, review cycles, instructions and standards; engineering change proposal evaluations; and Operational and Safety Improvement Program (OSIP) procedures. Demonstrated experience with aircraft and system avionics, subsystems, ancillary equipment, and ground support

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equipment development, testing, production, and operational use.

Senior Engineer/Scientist

Proposed Function Description: Performs tasks with little or no guidance. Has demonstrated knowledge in area of engineering expertise. Applies engineering principles to investigate, analyze, plan, and design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analysis, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems.

Proposed Education: BS or BA degree in a "Relevant Engineering/Science Field."

Proposed Experience: At least ten (10) years of experience in a "Relevant Engineering/Science Field," at least five (5) years of which must have been with both legacy VH-3D Operational Flight Program (OFP) and VH-60N common Avionics Architecture System platform unique avionics architecture.

Engineer/Scientist

Proposed Function Description: Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapons systems. Reviews and prepares engineering and technical analysis, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.

Proposed Education: BS or BA degree in a "Relevant Engineering/Science Field".

Proposed Experience: At least three (3) years of experience in a "Relevant Engineering/Science Field".

Junior Engineer/Scientist

Proposed Function Description: Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapons systems. Reviews and prepares engineering and technical analysis, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.

Proposed Education: BS or BA degree in a "Relevant Engineering/Science Field".

Proposed Experience: At least one (1) year of experience in a "Relevant Engineering/Science Field".

Drafter

Proposed Function Description: Works closely with design originators, preparing drawings of unusual, complex, or original designs which require a high degree of precision. Performs unusually difficult assignments requiring considerable initiative, resourcefulness, and drafting expertise. Assures that anticipated problems in manufacture, assembly, installation, and operation are resolved by the drawing produced. Exercises independent judgment in

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selecting and interpreting data based on knowledge of the design intent. Although working primarily as a drafter, may occasionally interpret general designs prepared by others to complete minor details. May provide advice and guidance to lower level drafters or serve as coordinator and planner for large and complex drafting projects.

Proposed Education: High School diploma or GED; Vocational training commensurate with Department of Labor functional description.

Proposed Experience: Adequate experience performing the duties of the labor category as described in the Department of Labor functional description.

Senior Systems Engineer

Proposed Function Description: Has programmatic or technical leadership roles in an organization identifying, formulating, designing and/or testing practical solutions to engineering problems and guide the engineering development of modern complex systems; and to employ systems engineering methods and tools in the development of advanced complex systems, and when appropriate, conduct research in applied systems engineering to advance the field.

Proposed Education: BS or BA degree in a "Relevant Engineering/Science Field".

Proposed Experience: At least ten (10) years of experience in a "Relevant Engineering/Science Field"

Junior Computer Scientist

Proposed Function Description: Utilizes business and technical methodologies to provide support of hardware, software and service acquisition and life cycle management. Support and draft program milestone related documentation to ensure compliance with all aspects of the DoD and SECNAV 5000 series directives. Assess program procedures, practices, philosophies, and documentation for compliance with specifications, contracts, and mission requirements. Attend, participate, support, analyze, provide input, develop, prepare and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards. Participates in meetings and supports specified Program Integrated Product Teams (IPTs).

Proposed Education: BS or BA degree in a Computer Science or "Relevant Technical Discipline".

ALLOWABLE SUBSTITUTION: The equivalent combination of education, technical certifications or training, or work experience.

Proposed Experience: At least one (1) year of recent relevant experience.

Computer Scientist

Proposed Function Description: Applies knowledge of computer science concepts and techniques, mathematics, and methods of statistical analysis to develop and apply automated solutions to engineering, scientific, or business data acquisition and management problems. Uses mathematical, statistical, and scientific logic to identify conceptual or theoretical solutions to problems of automated data processing (ADP) hardware or software systems design and operations. Analyzes and formulates architectural and functional specifications, interfaces, and data structures. Researches applications for ADP hardware, software, and operating systems. Writes, modifies, and adapts computer programs in machine level, assembly, and third or fourth generation programming languages.

Proposed Education: BS or BA degree in a Computer Science or "Relevant Technical Discipline".

ALLOWABLE SUBSTITUTION: The equivalent combination of education, technical certifications or training, or work experience.

Proposed Experience: At least three (3) years of recent relevant experience.

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Senior Computer Scientist

Proposed Function Description: Applies knowledge of computer science concepts and techniques, mathematics, and methods of statistical analysis to develop and apply automated solutions to engineering, scientific, or business data acquisition and management problems. Uses mathematical, statistical, and scientific logic to identify conceptual or theoretical solutions to problems of automated data processing (ADP) hardware or software systems design and operations. Analyzes and formulates architectural and functional specifications, interfaces, and data structures. Researches applications for ADP hardware, software, and operating systems. Writes, modifies, and adapts computer programs in machine level, assembly, and third or fourth generation programming languages. May act as team leader or supervisor, developing project plans, guidelines, or controls, and directing the work of other computer scientists, specialists, and technicians.

Proposed Education: BS or BA degree in a Computer Science or "Relevant Technical Discipline".

ALLOWABLE SUBSTITUTION: The equivalent combination of education, technical certifications or training, or work experience.

Proposed Experience: At least ten (10) years of computer science experience, at least five (5) years of which must have been with both legacy VH-3D Operational Flight Program (OFP) and VH-60 Common Avionics Architecture System OFP unique mission software, architecture, code, tools, and development environment and processes. At least one (1) year of the foregoing experience shall have been as a team leader or supervisor. At least one (1) year of the foregoing experience shall have consisted of performing computer scientist functions in a "Relevant Technical Discipline".

Junior Engineering/Electronics Technician

Proposed Function Description: Performs tasks under supervision. Applies engineering techniques, principles and precedents to develop, design, modify, install, test, evaluate, or operate electrical, electronic, avionics, mechanical, communications, stores, armament/ordnance, or related data processing systems for military weapon systems or associated support equipment or components. Reviews, analyzes, develops, prepares or applies engineering, technical or maintenance specifications, policies, standards, or procedures. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data results.

Proposed Education: High School diploma or GED; Completion of a technical school, trade school, or advanced armed services technical school curriculum or course of training in electricity, electronics, avionics, mechanics, armaments/ordnance, or engineering technology; or completion of at least 30 semester hours of course studies at an accredited college or university in an engineering, scientific, or technical curriculum.

Proposed Experience: At least one (1) year of experience in performing engineering technician functions in a "Relevant Technical Discipline". **ALLOWABLE SUBSTITUTION:** Twenty-four (24) credits of post high school classes can be substituted for one (1) year of experience.

Engineering/Electronics Technician

Proposed Function Description: Applies engineering techniques, principles and precedents to develop, design, modify, install, test, evaluate, or operate electrical, electronic, avionics, mechanical, communications, stores, armament/ordnance, or related data processing systems for military weapon systems or associated support equipment or components. Reviews, analyzes, develops, prepares or applies engineering, technical or maintenance specifications, policies, standards, or procedures. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data results.

Proposed Education: High School diploma or GED; Completion of a technical school, trade school, or advanced armed services technical school curriculum or course of training in electricity, electronics, avionics, mechanics,

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armaments/ordnance, or engineering technology; or completion of at least 30 semester hours of course studies at an accredited college or university in an engineering, scientific, or technical curriculum.

Proposed Experience: At least four (4) years of experience in performing engineering technician functions. At least 1 year of engineering technical functional experience shall have consisted of performing engineering/technical functions in a "Relevant Technical Discipline".

Senior Engineering/Electronics Technician

Proposed Function Description: Leads the execution of complex tasks. Applies engineering techniques, principles and precedents to develop, design, modify, install, test, evaluate, or operate electrical, electronic, avionics, mechanical, communications, stores, armament/ordnance, or related data processing systems for military weapon systems or associated support equipment or components. Reviews, analyzes, develops, prepares or applies engineering, technical or maintenance specifications, policies, standards, or procedures. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data results.

Proposed Education: High School diploma or GED; Completion of a technical school, trade school, or advanced armed services technical school curriculum or course of training in electricity, electronics, avionics, mechanics, armaments/ordnance, or engineering technology; or completion of at least 30 semester hours of course studies at an accredited college or university in an engineering, scientific, or technical curriculum.

Proposed Experience: At least ten (10) years of experience in performing engineering technician functions in a "Relevant Technical Discipline".

Documentation Specialist

Proposed Function Description: Applies knowledge of word processing to develop/refine page layouts and graphics layouts, and to ensure proper selection and use of English language and grammar in development, drafting, editing, and revision of user manuals, operating guides, reports, manuals, and presentation materials for corporate and/or stand alone computing applications. Gathers, analyzes, and composes technical information. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel.

Proposed Education: High School diploma or GED.

Proposed Experience: At least two (2) years of general clerical experience and experience with Microsoft Office Tools. ALLOWABLE SUBSTITUTION: One (1) year of government or military experience in clerical functions and experience with Microsoft Office Tools may be substituted for two (years) of experience.

Junior Acquisition Specialist

Proposed Function Description: Utilizes business and technical methodologies to provide support of hardware, software and service acquisition and life cycle management. Support and draft program milestone related documentation to ensure compliance with all aspects of the DoD and SECNAV 5000 series directives. Assess program procedures, practices, philosophies, and documentation for compliance with specifications, contracts, and mission requirements. Attend, participate, support, analyze, provide input, develop, prepare and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards. Participates in meetings and supports specified Program Integrated Product Teams (IPTs).

Proposed Education: AS or AA degree.

Proposed Experience: At least two (2) years of experience in a business or technical position.

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Junior Analyst

Proposed Function Description: Possesses knowledge and experience applying analytic methodologies and principles to address client needs. Under supervision, applies analytic techniques in the evaluation of project objectives and contributes to the implementation of strategic direction. Performs analyst functions including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Conducts activities in support of project team's objectives.

Proposed Education: BS or BA degree. **ALLOWABLE SUBSTITUTION:** An AA degree and an additional two (2) years of relevant work experience can be substituted for a BS or BA degree, or a High School diploma or GED and an additional four (4) years of relevant work experience can be substituted for a BS or BA degree.

Proposed Experience: At least one (1) year of experience as an analyst.

Analyst

Proposed Function Description: Possesses demonstrated knowledge and experience applying analytic methodologies and principles to address client needs. Applies analytic techniques in the evaluation of project objectives and contributes to the implementation of strategic direction. Performs analyst functions including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Conducts activities in support of project team's objectives.

Proposed Education: BS or BA degree. **ALLOWABLE SUBSTITUTION:** An AA degree and an additional two (2) years of relevant work experience can be substituted for a BS or BA degree, or a High School diploma or GED and an additional four (4) years of relevant work experience can be substituted for a BS or BA degree.

Proposed Experience: At least three (3) years of experience as an analyst.

Senior Analyst

Proposed Function Description: Senior expert with extensive knowledge and experience developing and applying analytic methodologies and principles. Leads the application of analytic techniques and helps define project objectives and strategic direction. Is responsible for providing leadership and vision to client and project teams around the methodology. Resolves complex problems, which require an in-depth knowledge of analytic methodologies and principles. Directs the activities of more junior Analysts or other staff as necessary on activities related to the application of analytical techniques and methodologies. Demonstrated managerial and supervisory skills.

Proposed Education: BS or BA degree. **ALLOWABLE SUBSTITUTION:** An AA degree and an additional two (2) years of relevant work experience can be substituted for a BS or BA degree, or a High School diploma or GED and an additional four (4) years of relevant work experience can be substituted for a BS or BA degree.

Proposed Experience: At least five (5) years of experience as an analyst.

Clauses Incorporated by Reference:

13RA HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

Clauses Incorporated by Full Text:

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13RA HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

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

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

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

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

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

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

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the NAVAIR, Patuxent River, MD, Naval Air Base and FRCSE, Jacksonville, FL NAS. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to John A. Harris, tel: 301-342-9143, e-mail: john.a.harris@navy.mil . All losses are to have the permanent badges returned to John A. Harris, tel: 301-342-9143, e-mail: john.a.harris@navy.mil on the last day of the individual's task requirement.

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**5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL
(NAVAIR)(OCT 2005)**

The Contractor's Technical Proposal, dated 11 August 2014, and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

**REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION
(ECMRA) INFORMATION**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. Contracted services, excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

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SECTION D PACKAGING AND MARKING

NOTES

CLINs 9000-9003 and Option CLINs 9100-9103 and 9200-9203 - Packaging and marking are not applicable to these items.

CLINs 7000-7001 and Option CLINs 7100-7101 and 7200-7201 - Packaging and marking shall be in accordance with Section D of the Seaport-e Multiple Award Basic Contract.

Clauses specified in Section D of the Seaport basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

All deliverables shall be submitted to the Contracting Officer's Representative (COR) at the address indicated in Section G, Clause 5252.201-9501.

11RA HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

11RA HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

* To be completed at the Task Order level, when applicable.

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

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

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SECTION E INSPECTION AND ACCEPTANCE

NOTES

Labor CLINs (7000-7001, 7100-7101 and 7200-7201) will be inspected in accordance with the Surveillance Activity Checklist (Attachment J3) and accepted via DD250.

Data CLINs (7002, 7102, and 7202) will be inspected in accordance with the Surveillance Activity Checklist (Attachment J3) and accepted in accordance with Exhibit A.

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

Contractor performance will be inspected in accordance with the metrics provided in the Surveillance Activity Checklist (Attachment J3) to the contract.

Inspection and acceptance shall be in accordance with Section E of the Seaport-e multiple award contract.

Items 7000-7001, 7100-7101 and 7200-7201 - Inspection and acceptance of the services called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Procuring Contracting Officer (PCO)/Contracting Office's Representative (COR). The Government will monitor the Contractor's performance to assure compliance with the contract requirements, inclusive of the terms and conditions, in accordance with Section C, SOW, and Section J, Attachment J3- Surveillance Activity Checklist. Final acceptance of all associated Contract Data Requirements List (CDRL), DD Form 1423 Exhibit A (A001 -A013) under the associated items 7000-7001, 7100-7101 and 7200-7201 must be completed prior to final acceptance of the services identified herein prior to final acceptance of the services identified herein.

Items 7000-7001, 7100-7101 and 7200-7201 - Inspection and acceptance shall occur upon acceptance of all Exhibit (A) CDRLs. Additionally, the Government will monitor the contractor's performance to ensure compliance with contract requirements, inclusive of terms and conditions, in accordance with Section J, Attachment J3, the Surveillance Activity Checklist. The Surveillance Activity Checklist defines that this evaluation and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at <http://www.cpars.csd.disa.mil>.

11RA INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
7000-7999	Destination	Government	Destination	Government
9000-9999	Destination	Government	Destination	Government

Clauses Incorporated by Full Text:

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

- (a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by COR/ACOR.
- (b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	12/1/2014 - 11/30/2015
7001	12/1/2014 - 11/30/2015
7002	12/1/2014 - 11/30/2015
7100	12/1/2015 - 11/30/2016
7101	12/1/2015 - 11/30/2016
7102	12/1/2015 - 11/30/2016
7200	12/1/2016 - 11/30/2018
7201	12/1/2016 - 11/30/2018
7202	12/1/2016 - 11/30/2017
7300	12/1/2018 - 6/30/2019
9000	12/1/2014 - 11/30/2015
9001	12/1/2014 - 11/30/2015
9002	12/1/2014 - 11/30/2015
9003	12/1/2014 - 11/30/2015
9100	12/1/2015 - 11/30/2016
9101	12/1/2015 - 11/30/2016
9102	12/1/2015 - 11/30/2016
9103	12/1/2015 - 11/30/2016
9200	12/1/2016 - 11/30/2018
9201	12/1/2016 - 11/30/2018
9202	12/1/2016 - 11/30/2018
9203	12/1/2016 - 11/30/2018
9300	12/1/2018 - 6/30/2019
9301	12/1/2018 - 6/30/2019

CLIN - DELIVERIES OR PERFORMANCE

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

NOTES

The full performance start date is 1 December 2014. The transition period will commence on the date of task order award and continue through 1 December 2014.

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

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Services to be performed hereunder are provided in the SOW.

Services to be performed hereunder are estimated to be performed 13% at the contractor's facilities and 87% at the Government site at the Naval Air Warfare Center Aircraft Division (NAWCAD), Patuxent River, Maryland. The contractor facilities shall be within sixty (60) miles ground transportation of NAWCAD, Patuxent River, Maryland. The facilities shall satisfy the daily technical and management operation of the task order.

All provisions and clauses of Section F of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order, in addition to the following:

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

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

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

(1) Candice L. Anderson
PCO, Naval Air Systems Command, AIR- 2.5.1.7
21983 Bundy Road, BLDG 441
Patuxent River, MD, 20670

(2) John A. Harris,
Contracting Officer's Representative (COR), AIR-4.5.1
Naval Air Systems Command
Building 2187, R3280-D9
48110 Shaw Road
Patuxent River, Md 20670-1906

or

Stanley Zugay,
Alternate Contracting Officer's Representative, AIR-4.5.1
Naval Air Systems Command
Building 2187
48110 Shaw Road
Patuxent River, MD 20670-1906

(3) ACO: Refer to Block 24 of the Basic Contract

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses:

John A. Harris,
 Naval Air Systems Command
 Building 2187, R3280-D9
 48110 Shaw Road
 Patuxent River, Md 20670-1906
 Contracting Officer's Representative (COR): John A. Harris
 Phone: 301-342-9143

5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)

The services to be performed herein shall be performed at :

ESTIMATED FULL TIME EQUIVALENT (FTE)

Place of Performance	Base	Option Period I	Option Period II
Naval Air Station, Patuxent River, MD (Gov Site)	52.5	52.5	50.5
Contractor Site	8	8	9
FRCSE NAS Jacksonville, FL (SoW Paragraph's: 3.2.2, 3.2.6, 3.5, 3.5.2.3)	0	0	1

Historically the following labor categories are performed at the contractor site:

Labor Category	FTE
Senior Program Manager	1
Computer Scientist	1
Junior Computer Scientist	1
Senior Computer Scientist	2
Admin/Financial Analyst	1
Analyst	2

13RA Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

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SECTION G CONTRACT ADMINISTRATION DATA

NOTES

Section G information is applicable to CLINs 7000-7001, 7100-7101, 7200-7201, 9000-9003, 9100-9103, and 9200-9203.

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

All provisions and clauses of Section G of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order, in addition to the following:

52.232-8 Discounts For Prompt Payment do not apply to this task order. This is a cost plus fixed fee level of effort task order.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(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(s).

Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

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

N00421

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC:	HQ0338
Issue By DoDAAC:	N00421
Admin DoDAAC:	S2101A
Inspect By DoDAAC:	N00421
Ship To Code:	See Section F
Ship From Code:	Not Applicable
Mark For Code:	N00421
Service Approver (DoDAAC):	N00421
Service Acceptor (DoDAAC):	N00421
Accept at Other DoDAAC:	Not Applicable
LPO DoDAAC:	Not Applicable
DCAA Auditor DoDAAC:	HAA819
Other DoDAAC(s):	Not Applicable

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

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

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

john.a.harris@navy.mil

candice.l.anderson@navy.mil

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

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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 the 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. *

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

* The Contracting Officer referred to, in paragraph (j), is the Task Order Contracting Officer.

(End of Text)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

ITEMS	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
7000	\$ 4,002,180.55	\$ 280,152.64	12/1/2014-11/30/2015
7001	\$ -	\$ -	12/1/2014-11/30/2015
9000	\$ 25,325.78	\$ -	12/1/2014-11/30/2015
9001	\$ 214,456.24	\$ -	12/1/2014-11/30/2015
9002	\$ 3,518.28	\$ -	12/1/2014-11/30/2015
9003	\$ -	\$ -	12/1/2014-11/30/2015
7100	\$ 4,464,903.86	\$ 312,543.27	12/1/2015-11/30/2016
7101	\$ -	\$ -	12/1/2015-11/30/2016
9100	\$ 56,145.50	\$ -	12/1/2015-11/30/2016
9101	\$ 461,086.17	\$ -	12/1/2015-11/30/2016
9103	\$ -	\$ -	12/1/2015-11/30/2016
7200	\$ 13,313,054.07	\$ 931,913.79	12/1/2016-11/30/2018
7201	\$ -	\$ -	12/1/2016-11/30/2018
9200	\$ 82,224.50	\$ -	12/1/2016-11/30/2018
9201	\$ 5,256,209.72	\$ -	12/1/2016-11/30/2018
9202	\$ -	\$ -	12/1/2016-11/30/2018
7300	\$ 2,656,919.54	\$ 14,743.47	12/1/2018-06/30/2019
9300	\$ -	\$ -	12/1/2018-06/30/2019
9301	\$ 120,000.00	\$ -	12/1/2018-06/30/2019

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time

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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 [N/A] are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

Funding Profile:

	Total Contract CPFF	Funds This Action	Funds Available	Balance Unfunded
BASIC	\$ 8,930,904.67	\$ 1,896,615.23	\$ 1,896,615.23	\$7,034,289.44
MOD 1	\$ 8,930,904.67	\$ 361,184.00	\$ 2,257,799.23	\$6,673,105.44
MOD 2	\$ 8,930,904.67	\$ 390,406.00	\$ 2,648,205.23	\$6,282,699.44
MOD 3	\$ 8,930,904.67	\$ 2,054,745.13	\$ 4,702,950.36	\$4,227,954.31
MOD 4	\$ 8,930,904.67	\$ 97,294.89	\$ 4,800,245.25	\$4,130,659.42
MOD 5	\$ 8,930,904.67	\$ (83,827.70)	\$ 4,716,417.55	\$4,214,487.12
MOD 6	\$ 8,930,904.67	\$ 70,000.00	\$ 4,786,417.55	\$4,144,487.12
MOD 7	\$ 8,930,904.67	\$ 243,779.32	\$ 5,030,196.87	\$3,900,707.80
MOD 8	\$ 8,930,904.67	\$ 0.00	\$ 5,030,196.87	\$3,900,707.80
MOD 9	\$ 8,930,904.67	\$ 32,380.00	\$ 5,062,576.87	\$3,868,327.80
MOD 10	\$ 17,932,370.31	\$ 1,659,024.73	\$ 6,721,601.60	\$11,210,768.71
MOD 11	\$ 17,932,370.31	\$ 602,370.00	\$ 7,323,971.60	\$10,608,398.71
MOD 12	\$ 17,932,370.31	\$ 831,519.77	\$ 8,155,491.37	\$9,776,878.94
MOD 13	\$ 17,932,370.31	\$ 1,664,787.16	\$ 9,820,278.53	\$8,112,091.78
MOD 14	\$ 17,932,370.31	\$ 46,799.29	\$ 9,867,077.82	\$8,065,292.49
MOD 15	\$ 17,932,370.31	\$ 30,000.00	\$ 9,897,077.82	\$8,035,292.49
MOD 16	\$ 17,932,370.31	\$ (277,889.69)	\$ 9,619,188.13	\$8,313,182.18
MOD 17	\$ 17,932,370.31	\$ 479,247.77	\$ 10,098,435.90	\$7,833,934.41
MOD 18	\$ 17,932,370.31	\$ 163,408.00	\$ 10,261,843.90	\$7,670,526.41
MOD 19	\$ 17,932,370.31	\$ 60,166.06	\$ 10,322,009.96	\$7,610,360.35
MOD 20	\$ 27,005,172.80	\$ 3,129,638.31	\$ 13,451,648.27	\$13,553,524.53
MOD 21	\$ 27,005,172.80	\$ 368,777.80	\$ 13,820,426.07	\$13,184,746.73
MOD 22	\$ 27,005,172.80	\$ 200,000.00	\$ 14,020,426.07	\$12,984,746.73
MOD 23	\$ 27,005,172.80	\$ 1,110,065.42	\$ 15,130,491.49	\$11,874,681.31
MOD 24	\$ 27,005,172.80	\$ 944,648.80	\$ 16,075,140.29	\$10,930,032.51
MOD 25	\$ 27,005,172.80	\$ 155,824.64	\$ 16,230,964.93	\$10,774,207.87
MOD 26	\$ 27,005,172.80	\$ 497,428.32	\$ 16,728,393.25	\$10,276,779.55
MOD 27	\$ 27,005,172.80	\$ 43,012.00	\$ 16,771,405.25	\$10,233,767.55
MOD 27	\$ 27,005,172.80	\$ 42,292.99	\$ 16,813,698.24	\$10,191,474.56
MOD 27	\$ 27,005,172.80	\$ 43,750.00	\$ 16,857,448.24	\$10,147,724.56
MOD 28	\$ 27,005,172.80	\$ 75,000.00	\$ 16,932,448.24	\$10,072,724.56
MOD 29	\$ 27,005,172.80	\$ 18,800.00	\$ 16,951,248.24	\$10,053,924.56
MOD 29	\$ 27,005,172.80	\$ 306,200.00	\$ 17,257,448.24	\$ 9,747,724.56
MOD 30	\$ 27,005,172.80	\$ 26,734.00	\$ 17,284,182.24	\$ 9,720,990.56
MOD 31	\$ 27,005,172.80	\$ 5,300.00	\$ 17,289,482.24	\$ 9,715,690.56

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MOD 32	\$ 27,005,172.80	\$ 595,029.00	\$ 17,884,511.24	\$ 9,120,661.56
MOD 33	\$ 27,005,172.80	\$ 90,142.30	\$ 17,974,653.54	\$ 9,030,519.26
MOD 34	\$ 27,005,172.80	\$ 165,791.09	\$ 18,140,444.63	\$ 8,864,728.17
MOD 35	\$ 27,005,172.80	\$ 399,500.00	\$ 18,539,944.63	\$ 8,465,228.17
MOD 36	\$ 27,005,172.80	\$ 396,800.00	\$ 18,936,744.63	\$ 8,068,428.17
MOD 37	\$ 27,005,172.80	\$ 700,000.00	\$ 19,636,744.63	\$ 7,368,428.17
MOD 38	\$ 27,005,172.80	\$ 0.00	\$ 19,636,744.63	\$ 7,368,428.17
MOD 39	\$ 27,005,172.80	\$ 0.00	\$ 19,636,744.63	\$ 7,368,428.17
MOD 40	\$ 27,005,172.80	\$ 22,477.20	\$ 19,659,221.83	\$ 7,345,950.97
MOD 41	\$ 27,005,172.80	\$ 3,342,941.72	\$ 23,002,163.55	\$ 4,003,009.25
MOD 42	\$ 27,005,172.80	\$ 412,339.20	\$ 23,414,502.75	\$ 3,590,670.05
MOD 43	\$ 29,705,690.08	\$ 2,112,328.00	\$ 25,526,830.75	\$ 4,178,859.33
MOD 44	\$ 29,705,690.08	(\$ 138,357.83)	\$ 25,388,472.92	\$ 4,317,217.16
MOD 45	\$ 29,705,690.08	\$ 160,550.00	\$ 25,549,022.92	\$ 4,156,667.16
MOD 46	\$ 29,705,690.08	\$ 384,532.64	\$ 25,933,555.56	\$ 3,772,134.52
MOD 47	\$ 29,705,690.08	\$ 316,997.74	\$ 26,250,553.30	\$ 3,455,136.78
MOD 48	\$ 29,705,690.08	\$ 265,356.00	\$ 26,515,909.30	\$ 3,189,780.78
MOD 49	\$ 29,705,690.08	\$ 12,000.00	\$ 26,527,909.30	\$ 3,177,780.78
MOD 50	\$ 29,705,690.08	\$ 195,000.00	\$ 26,722,909.30	\$ 2,982,780.78
MOD 51	\$ 29,705,690.08	\$ 17,976.26	\$ 26,740,885.56	\$ 2,964,804.52
MOD 52	\$ 29,705,690.08	\$ 744,223.54	\$ 27,485,109.10	\$ 2,220,580.98
MOD 53	\$ 29,705,690.08	\$ 194,470.80	\$ 27,679,579.90	\$ 2,026,110.18
MOD 54	\$ 29,705,690.08	\$ 544,292.00	\$ 28,223,871.90	\$ 1,481,818.18
MOD 55	\$ 29,705,690.08	\$ 340,248.00	\$ 28,564,119.90	\$ 1,141,570.18
MOD 56	\$ 29,705,690.08	\$ 104,345.32	\$ 28,668,465.22	\$ 1,037,224.86
MOD 57	\$ 29,705,690.08	(\$ 139,649.40)	\$ 28,528,815.82	\$ 1,176,874.26
MOD 58	\$ 29,705,690.08	\$ 421,555.13	\$ 28,950,370.95	\$ 755,319.13
MOD 59	\$ 29,705,690.08	\$ 185,641.38	\$ 29,136,012.33	\$ 569,677.75
MOD 60	\$ 29,705,690.08	\$ 138,172.00	\$ 29,274,184.33	\$ 431,505.75
MOD 61	\$ 29,705,690.08	\$ 118,658.58	\$ 29,392,842.91	\$ 312,847.17
MOD 62	\$ 33,212,249.52	\$ 2,341,756.87	\$ 31,734,599.78	\$ 1,477,649.74
MOD 63	\$ 35,712,249.52	\$ 460,777.60	\$ 32,195,377.38	\$ 3,516,872.14

*Information to be provided with each funded modification

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

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

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The form and instructions for processing the SAAR-N form are available at: [NAVAIR Contractor Forms](#).

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

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

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

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment **JI** will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

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(5) “Advisory and Assistance Services” (AAS) as defined in FAR 2.101.

(6) “Consultant services” as defined in FAR 31.205-33(a).

(7) “Contractor”, for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) “Affiliates,” means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) “Interest” means organizational or financial interest.

(10) “Weapons system supplier” means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[X] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 3 years after the date of completion of the contract. (FAR 9.505-1(a))

[X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 3 years after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 3 years after the terms of this contract. (FAR 9.505-2(b)(1))

[X] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government’s interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government’s interests. (FAR 9.505-3)

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[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense within **[3 years]** after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;

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(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

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

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

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

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

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

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

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

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

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

5252.215-9505 EXCLUSIVE TEAMING ARRANGEMENTS THAT INHIBIT COMPETITION (NAVAIR)(OCT 2005)

Offerors who propose teaming arrangements on an exclusive basis will be evaluated to determine whether such teaming agreements inhibit competition. In order for the Government to evaluate whether the proposed agreements inhibit competition, offerors are required to (1) provide a copy of all teaming arrangements, and (2)

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explain why the teaming arrangements do not inhibit competition. The documentation must include, but is not limited to: structure of the teaming arrangement, responsibilities, and liabilities; financial responsibility; managerial responsibility and accountability; and applicable legal documents. The burden of proving that any exclusive teaming arrangement proposed does not restrict competition shall rest with the offeror. Offerors are advised that should the Government determine that any such proposed, exclusive teaming arrangement inhibits competition, (1) that determination may render the offeror's proposal ineligible for award, and (2) the Contracting Officer shall forward the matter to the appropriate authorities as prescribed by Federal Acquisition Regulation Part 3.3.

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel: Mark O. Glut, Tel: 301-757-0582, e-mail: mark.glut@navy.mil

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

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

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

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

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

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

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

5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT (NAVAIR) (MAR 2007)

(a) The Naval Air Systems Command (NAVAIR) is the owner of all right, title, and interest within the United States of America in and to the trademark set forth below.

TM

(b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the products and services identified under this contract. The contractor shall insure the designation "TM" in superscript format is placed adjacent to the trademark in connection with each use or display thereof.

(c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at: <https://mynavair.navair.navy.mil/>

(d) The contractor shall not use the trademark in any inappropriate or offensive manner or in any manner that could disparage the United States military services. Additionally, the trademark may not be placed in an area that would be construed as offensive.

(e) Items to be delivered under this contract that bear the trademark shall be of the quality specified in the contract. The quality of any other item bearing the trademark shall adhere to the standards of quality for such items.

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior to exercise of any of the rights granted under this clause, provide written notification to the contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

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

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. (b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

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

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

(c) Travel Policy.

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

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

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

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

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

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

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

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

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

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death,

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termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

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

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

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (MAY 2012)

(a) This contract requires the use of Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel. Such DoN IT resources shall be procured from the NMCI Contractor pursuant to the authority of NMCI Continuity of Services Contract (CoSC), Contract #N00039-10-D-0010, clause H-3 "Ordering".

(b) Prior to ordering directly from the NMCI Contractor, the contractor shall obtain written authorization from the Contracting Officer executing this contract, via execution of a modification which funds the Contract Line Item Numbers (CLINs) for NMCI for the period of performance listed in NAVAIR Clause 5252.245-9500. The Contractor shall not place an NMCI Order prior to the CLIN for NMCI being funded. Any NMCI Order exceeding the funding of the CLIN for NMCI shall be an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the Contractor for hardware and services authorized under NAVAIR Clause 5252.245-9500 that are ordered under the CoSC including applicable indirect burdens (general & administrative, etc.) but excluding profit or fee.

(d) During this contract, if performance no longer requires NMCI/CoSC assets, the Contractor shall terminate

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applicable NMCI/CoSC orders in accordance with Attachment J6 in Section J.

(e) See Attachment J6 in Section J for additional details related to NAVAIR procedures and information related to contractor NMCI IT use under this contract to include security and NMCI legacy IT contract transition guidance to the NMCI/CoSC contract.

(f) The Contractor must provide proof that disposal of NMCI hardware was completed in accordance with Attachment J6 in Section J.

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)

(a) The term “material” includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer’s Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor’s proposal submitted for a task order includes a list of materials with associated prices, then the COR’s acceptance of the contractor’s proposal shall constitute written approval of those purchases.

(c) The costs of general purpose business expenses required for the conduct of the contractor’s normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer’s. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Candice L. Anderson

Telephone: (301) 757-0013

E-mail: candice.l.anderson@navy.mil

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Naval Air Warfare Center Aircraft Division
21983 Bundy Road, Building 441
Patuxent River, MD 20670

5252.246-9503 SIGNIFICANCE OF SYSTEMS ENGINEERING TECHNICAL REVIEWS REQUIRED UNDER THIS CONTRACT (NAVAIR) (JUL 2009)

(a) The effort to be performed under this contract includes a series of systems engineering technical reviews to review the design/development of the system and assess the progress towards meeting the technical and/or performance requirements set forth in this contract. The reviews will provide an independent assessment of the emerging design/development of the system against the contractual requirements and user's capabilities requirements.

(b) Government express or implied approval of any particular technical approach or deliverable does not alter the Contractor's responsibility to meet the requirements of the contract. The contractor maintains design responsibility for the system at all times.

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SECTION I CONTRACT CLAUSES

Contract Clauses in Section I in the Contractor's Basic Seaport-e Multiple Award Contract are incorporated into this task order by reference.

Clauses incorporated by reference:

52.204-23 - Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (July 2018)

52.215-8 - Order of Precedence - Uniform Contract Format (Oct 1997)

52.216-8 - Fixed Fee (Jun 2011)

52.219-8 - Utilization of Small Business Concerns (Jan 2011)

52.219-9 - Small Business Subcontracting Plan (Jul 2013)

52.232-39 - Unenforceability of Unauthorized Obligations (Jun 2013)

252.227-7026 - Deferred Delivery of Technical Data or Computer Software (Apr 1988)

Clauses incorporated by full text:

52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)

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

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

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

“Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because

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there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party information that—

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

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A *de minimis* interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

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

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

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

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

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

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

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

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

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

(vi) Real estate investments;

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

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

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

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

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

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

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(C) Gifts, including travel; and

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

(2) For each covered employee—

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

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

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

(3) Inform covered employees of their obligation—

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

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

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

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

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

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

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

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

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

(c) Mitigation or waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

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

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

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- (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
- (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.
- (d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—
 - (1) That exceed \$150,000; and
 - (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e.*, instead of performance only by a self-employed individual).

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Oct 2010)

- (a) Exceptions from certified cost or pricing data.
 - (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR [15.403-4](#) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—
 - (i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) Information on modifications of contracts or subcontracts for commercial items.
 - (A) If—
 - (1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
 - (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
 - (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—
 - (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price,

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the base amount, and applicable discounts. In addition, describe the nature of the market.

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

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

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

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

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

52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of a Cost Plus Fixed Fee task order under the Seaport multiple award contract resulting from this solicitation.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

09RA 52.217-9 -- Option to Extend the Term of the Contract. (Mar 2008)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

52.222-2 Payment for Overtime Premiums (Jul 1990)

a) The use of overtime is authorized under this contract if the overtime premium does not exceed *\$0.00 or the overtime premium is paid for work --

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- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

52.244-2 -- Subcontracts (Oct 2010)

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

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

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

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

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

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

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National

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Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

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

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

ALL

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to

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any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

J.F. Taylor, Inc.

Sabre Systems, Inc.

Noetic Software, Inc.

Solute Consulting

(End of Clause)

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013)

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

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

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

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

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying

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the data through covert network channels or the copying of data to unauthorized media.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Safeguarding requirements and procedures for unclassified controlled technical information.* The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations” (<http://csrc.nist.gov/publications/PubsSPs.html>).)

<u>Access Control</u>	<u>Audit & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
AC-6	AU-7		<u>Physical and Environmental Protection</u>	SC-8(1)
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	

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AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	<u>Configuration Management</u>	IR-5		SC-28
AC-19	CM-2	IR-6	<u>Program Management</u>	
AC-20(1)	CM-6		PM-10	<u>System & Information Integrity</u>
AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	<u>Risk Assessment</u>	SI-3
		MA-5	RA-5	SI-4
<u>Awareness & Training</u>	<u>Contingency Planning</u>	MA-6		
AT-2	CP-9			

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

(c) *Other requirements.* This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) *Cyber incident and compromise reporting.*

(1) *Reporting requirement.* The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

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(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) *Reportable cyber incidents.* Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) *Other reporting requirements.* This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) *Contractor actions to support DoD damage assessment.* In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) *DoD damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) *Protection of reported information.* Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information,

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including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2012)

(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 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

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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, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or

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

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(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

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negotiated, in technical data—

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

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

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

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

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

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

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

(3) *Limited rights.*

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

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

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(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;

(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](#), and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(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

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signed by an official authorized to contractually obligate the Contractor:

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

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

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

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

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

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

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

Date	_____
Printed Name and Title	_____
Signature	_____

(End of identification and assertion)

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

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

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed

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material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No.	
Contractor Name	
Contractor Address	
Expiration Date	

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

(End of legend)

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

LIMITED RIGHTS

Contract No.	
Contractor Name	
Contractor Address	

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

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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

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

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

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

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

(End of clause)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2012)

(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

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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 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

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

(12) "Government purpose rights" means the rights to—

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

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

(13) "Minor modification" means a modification that does not significantly alter

the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify

as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and

mean the Government's rights to—

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

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

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

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

(A) Use the modified software only as provided in paragraphs

(a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in

paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

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

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

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the

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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 limitation in paragraph (a)(15)(i) 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; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(vii) Permit covered Government support contractors to use, modify, reproduce, perform, display, or release or disclose the computer software to authorized person(s) in the performance of Government contracts that contain the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

(2) *Government purpose rights.*

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

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

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

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

(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, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

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(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) *Specifically negotiated license rights.*

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

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

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

(i) The parties have agreed otherwise; or

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

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

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

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

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

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

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

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

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

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(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

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restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No.	
Contractor Name	
Contractor Address	
Expiration Date	

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No.	
Contractor Name	
Contractor Address	

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or
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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 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

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(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.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment_J5_DD_Form_254

Surveillance Activity Checklist

Exhibit_A_CDRLs_A001_A010_A012_A013

Attachment_J6_NMCI_Access

Organizational Conflict of Interest List