

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE 18-Oct-2019	4. REQUISITION/PURCHASE REQ. NO. Various		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, CORONA DIVISION Corona Division 2300 Fifth Street Norco CA 92878-5000	CODE N64267	7. ADMINISTERED BY (If other than Item 6) NSWC, CORONA DIVISION Corona Division 2300 Fifth Street Norco CA 92878-5000		CODE	N64267 SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI TECHNOLOGIES INC. 14370 Newbrook Drive Chantilly VA 20151-2218		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026 / N6426719F3008
		10B. DATED (SEE ITEM 13) 01-Aug-2019
CAGE CODE 8D014	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

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GENERAL INFORMATION

The purpose of this unilateral modification is to:

1. Provide incremental funds in the amount of \$123,890.00 for Labor
2. Provide incremental funds in the amount of \$32,400.00 for ODC for a total funding amount of \$156,290.00 and
3. Update Section J with Attachment 21: San Diego, CA Wage Determination No. 2015-5636, Rev. No. 11, dtd 9/16/2019, Attachment 22: Mayport, FL Wage Determination No. 2015-4540, Rev. No. 10, dtd 9/16/2019 and Attachment 23: Norfolk, VA Wage Determination No. 2015-4342, Rev. No. 13, dtd 9/16/2019.

This comes at no additional cost to the Government and all other terms and conditions remain the same. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$3,431,930.65 by \$156,290.00 to \$3,588,220.65.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7001BV	WCF			
7001CQ	WCF			
7001CR	WCF			
7001CS	WCF			
7001CT	WCF			
7001CV	WCF			
9001CJ	WCF			
9001CP	WCF			
9001CR	WCF			
9001CS	WCF			
9001CU	WCF			

The total value of the order is hereby increased from \$13,430,997.00 by \$0.00 to \$13,430,997.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000			
7001BV			
7001CQ			
7001CR			

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7001CS
7001CT
7001CV
9000
9001CJ
9001CP
9001CR
9001CS
9001CU

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7001CQ		10/18/2019 - 7/31/2020
7001CR		10/18/2019 - 7/31/2020
7001CS		10/18/2019 - 7/31/2020
7001CT		10/18/2019 - 7/31/2020
7001CV		10/18/2019 - 7/31/2020
9001CJ		10/18/2019 - 7/31/2020
9001CP		10/18/2019 - 7/31/2020
9001CR		10/18/2019 - 7/31/2020
9001CS		10/18/2019 - 7/31/2020
9001CU		10/18/2019 - 7/31/2020

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Base Year Labor (WCF)		LH			\$8,609,705.00
7001		Labor					\$3,367,882.00
7001AA	R425	Labor (WCF)		LO			\$60,000.00
7001AB	R425	Labor (WCF)		LO			\$60,000.00
7001AC	R425	Labor (WCF)		LO			\$25,000.00
7001AD	R425	Labor (WCF)		LO			\$50,000.00
7001AE	R425	Labor (WCF)		LO			\$25,000.00
7001AF	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$25,000.00
7001AG	R425	Labor (WCF)		LO			\$42,500.00
7001AH	R425	Labor (WCF)		LO			\$25,000.00
7001AJ	R425	Labor (WCF)		LO			\$15,000.00
7001AK	R425	Labor (WCF)		LO			\$15,000.00
7001AL	R425	Labor (WCF)		LO			\$65,000.00
7001AM	R425	Labor (WCF)		LO			\$50,000.00
7001AN	R425	Labor (WCF)		LO			\$89,626.00
7001AP	R425	Labor (WCF)		LO			\$100,000.00
7001AQ	R425	Labor (WCF)		LO			\$15,000.00
7001AR	R425	Labor (WCF)		LO			\$50,000.00
7001AS	R425	Labor. 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$50,000.00
7001AT	R425	Labor (WCF)		LO			\$50,000.00
7001AU	R425	Labor (WCF)		LO			\$25,000.00
7001AV	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$90,000.00
7001AW	R425	Labor (WCF)		LO			\$30,000.00
7001AX	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$25,000.00
7001AY	R425	Labor (WCF)		LO			\$80,000.00
7001AZ	R425	Labor (WCF)		LO			\$20,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001BC	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED. (WCF)		LO			\$200,000.00
7001BD	R425	Labor (WCF)		LO			\$32,500.00
7001BE	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED. (WCF)		LO			\$573,000.00
7001BF	R425	Labor (WCF)		LO			\$90,000.00
7001BG	R425	Labor (WCF)		LO			\$16,000.00
7001BH	R425	Labor (WCF)		LO			\$32,500.00
7001BJ	R425	Labor (WCF)		LO			\$5,900.00
7001BK	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$50,000.00
7001BL	R425	Labor (WCF)		LO			\$200,000.00
7001BM	R425	Labor (WCF)		LO			\$14,000.00
7001BN	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$100,000.00
7001BQ	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$40,000.00
7001BR	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$40,000.00
7001BS	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$15,000.00
7001BT	R425	Labor (WCF)		LO			\$20,000.00
7001BU	R425	Labor (WCF)		LO			\$20,000.00
7001BV	R425	Labor (WCF)		LO			\$46,000.00
7001BW	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$20,500.00
7001BX	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$44,466.00
7001BY	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$14,000.00
7001BZ	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$93,000.00
7001CA	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$84,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001CB	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$109,500.00
7001CC	R425	Labor (WCF)		LO			\$90,000.00
7001CD	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$13,500.00
7001CE	R425	Labor (WCF)		LO			\$15,000.00
7001CF	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$36,000.00
7001CG	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$93,000.00
7001CH	R425	Labor (WCF)		LO			\$10,000.00
7001CJ	R425	Labor (WCF)		LO			\$5,000.00
7001CK	R425	Labor (WCF)		LO			\$10,000.00
7001CL	R425	Labor 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$22,000.00
7001CM	R425	LABOR 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)		LO			\$27,000.00
7001CN	R425	Labor (WCF)		LO			\$16,000.00
7001CQ	R425	Labor (WCF)		LO			\$20,000.00
7001CR	R425	Labor (WCF)		LO			\$13,940.00
7001CS	R425	Labor (WCF)		LO			\$20,000.00
7001CT	R425	Labor (WCF)		LO			\$13,950.00
7001CV	R425	Labor (WCF)		LO			\$20,000.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Contract Data Requirements List Data/Tech Data Requirements in accordance with the Statement of Work		LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	Option Year One Labor (Fund Type - TBD) Option		LH			\$11,351,926.00

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For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Contract Data Requirements List Data/Tech Data Requirements in accordance with the Statement of Work		LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	Option Year Two Labor (Fund Type - TBD) Option		LH		\$12,714,166.00	

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Contract Data Requirements List Data/Tech Data Requirements in accordance with the Statement of Work		LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	Option Year Three Labor (Fund Type - TBD) Option		LH		\$12,818,910.00	

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Contract Data Requirements List Data/Tech Data Requirements in accordance with the Statement of Work		LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	Option Year Four Labor (Fund Type - TBD) Option		LH		\$13,035,218.00	

For Cost Type / NSP Items

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		Contract Data Requirements List Data/Tech Data Requirements in accordance with the Statement of Work		LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	R425	ODC in support of CLIN 7000 (WCF)					
9001							
9001AD	R425	ODC in support of CLIN 7001 (WCF)					
9001AE	R425	ODC in support of CLIN 7001 (WCF)					
9001AF	R425	ODC in support of CLIN 7001 10 U.S.C. 2410(a) AUTHORITY IS HEREBY INVOKED (WCF)					
9001AG	R425	ODC in support of CLIN 7001 (WCF)					
9001AH	R425	ODC in support of CLIN 7001 (WCF)					
9001AJ	R425	ODC in support of CLIN 7001 (WCF)					
9001AK	R425	ODC in support of CLIN 7001 (WCF)					
9001AM	R425	ODC in support of CLIN 7001 (WCF)					
9001AP	R425	ODC in support of CLIN 7001 (WCF)					
9001AQ	R425	ODC in support of CLIN 7001 (WCF)					
9001BA	R425	ODC in support of CLIN 7001 (WCF)					
9001BB	R425	ODC in support of CLIN 7001 (WCF)					
9001BD	R425	ODC in support of CLIN 7001 (WCF)					
9001BF	R425	ODC in support of CLIN 7001 (WCF)					
9001BG	R425	ODC in support of CLIN 7001 (WCF)					
9001BL	R425	ODC in support of CLIN 7001 (WCF)					
9001BP	R425	ODC in support of CLIN 7001 (WCF)					
9001BS	R425	ODC in support of CLIN 7001 (WCF)					
9001BV	R425	ODC in support of CLIN 7001 (WCF)					
9001CC	R425	ODC in support of CLIN 7001 (WCF)					
9001CJ	R425	ODC in support of CLIN 7001 (WCF)					
9001CP	R425	ODC in support of CLIN 7001 (WCF)					
9001CR	R425	ODC in support of CLIN 7001 (WCF)					
9001CS	R425	ODC in support of CLIN 7001 (WCF)					
9001CU	R425	ODC in support of CLIN 7001 (WCF)					
9100	R425	ODC in support of CLIN 7100 (Fund Type - TBD)					
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9200	R425	ODC in support of CLIN 7200 (Fund Type - Option			
9300	R425	ODC in support of CLIN 7300 (Fund Type - Option			
9400	R425	ODC in support of CLIN 7400 (Fund Type - Option			

NOTE 1: LEVEL OF EFFORT

For the labor items listed above (CLINs 7000, 7100, 7200, 7300, 7400), Offerors shall provide the labor hours specified in the labor CLINs to perform the requirement of the Statement of Work for the period of performance specified in Section F. The Payment of Fee(s) (Level of effort) clause applies to these items.

NOTE 2: OPTION CLAUSE

The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I applies only to the Option items (CLINs 7100, 7199, 7200, 7299, 7300, 7399, 7400, 7499, 9100, 9200, 9300, 9400) and is to be applied only if and to the extent said Option is exercised.

NOTE 3: NOT SEPARATELY PRICED

The price for Not Separately Priced (NSP) data items (CLINs 7099, 7199, 7299, 7399, 7499) shall be included in the price of the corresponding Labor CLINs.

NOTE 4: ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to allow for additional CLINs/SLINs as needed to accommodate the multiple types of funds that may be used under this Task Order. These modifications will not change the overall level of effort or value of the Task Order.

CLAUSES INCORPORATED BY FULL TEXT:

B-231-H001 TRAVEL COSTS (NAVSEA) (OCT 2018)

Applicable to CLINs: 9000, 9100, 9200, 9300, and 9400.

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The travel costs to be reimbursed shall be those costs for which the Contractor has maintained appropriate documentation and which have been determined to be allowable, allocable, and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer, or their duly authorized representative.

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

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

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

(i) travel at U.S. Military Installations where Government transportation is available,

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(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of Text)

B-232-H005 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)--ALTERNATE I (NAVSEA) (OCT 2018)

Applicable to CLINs: 7000, 7100, 7200, 7300, and 7400.

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts.

(b) The Government shall make payments to the Contractor, subject to and per the clause in this contract entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7), subject to the withholding terms and conditions of the "Fixed Fee" or "Incentive Fee" clause, as applicable. Fee paid per hour shall be based on total fee dollars divided by total hours to be provided. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

(End of Text)

B-232-H006 LIMITATION OF COST OR LIMITATION OF FUNDS CLARIFICATION (NAVSEA) (OCT 2018)

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0. INTRODUCTION

The purpose of this Task Order is to procure engineering support services for the Naval Surface Warfare Center, Corona Division (Corona Division). Corona Division is a Naval Sea System (NAVSEA) Command activity, and is the Navy's independent assessment agent. The mission of Corona Division is to "Serve war-fighters and program managers as the Navy's independent performance assessment agent throughout systems' lifecycles by gauging the Navy's war-fighting capability of weapons and integrated combat systems, from unit to force level, through assessment of those systems' performance, readiness, quality, supportability, and the adequacy of training."

2.0. BACKGROUND

Corona Division organizes its efforts into specialized technical capability areas, which include warfare systems performance assessment and acquisition and readiness assessment. Corona Division provides a disciplined process for measuring and managing material readiness using custom tools such as Standard Missile Systems Maintenance Data Systems (SMSMDS), Material Readiness Database (MRDB), Troubled Systems Process (TSP), and Surface Team One (ST1) Common Operating Picture (COP) in order to provide authoritative metrics, trends, and drivers. Additionally, Corona Division provides quantitative performance assessment using custom tools such as Phoenix Open Architecture (POA), Performance Evaluation Tool (PET), and Surface Weapons Interactive Fleet Tool (SWIFT) for US Navy, Marine Corps, and Coast Guard combat systems (including sensors, track management and weapon interface), fleet interoperability and weapon systems to sponsor decision makers. These technical capabilities span multiple technical departments. The technical capability areas, coupled with complementary business capabilities, compose a collaborative work environment dedicated to providing objective information and assessment products, defense systems analysis and evaluation expertise, and related technology to program offices, defense-related support infrastructure, and operating forces.

3.0. SCOPE

This Task Order is intended to support telemetry systems engineering and satellite data transfer and communications systems engineering necessary for the acquisition, processing, distribution, and analysis of weapons and combat systems, weapon and Command Control (C2) data during major test and evaluation events and combat system ship qualification trials. Other related functions support major training exercises and total ship readiness assessment events. The Contractor shall be responsible for assisting with the validation of analysis tools used to analyze diverse data in order to produce and deliver a wide range of performance assessment products to a broad base of defense programs and officials in the technical support communities.

Contractor support for the Performance Assessment (PA) Department shall include: conducting performance assessment of deploying/deployed complete weapons and combat systems; managing operational collection, distribution, and analysis of Navy, Joint, and Coalition warfare system data; identify and evaluate factors that enhance/limit systems capability/effectiveness; Produce the analytic framework to identify performance issues and validate corrective actions; and Provide training feedback to operational Naval forces and Navy-wide training community for in-port/at-sea exercises.

For the Acquisition and Readiness (AR) Department, the Contractor will support crucial functions necessary to deliver readiness assessment products to the Surface Warfare Enterprise, associated programs, and supporting engineering activities. The Contractor will be responsible for authoritative Reliability, Maintainability, and Availability (RM&A) analyses and assessments of weapons, combat systems, command/control/communications /computers and intelligence systems, hull, mechanical, and electrical systems for surface ships, submarines, and aircraft carriers. The Contractor will support initiatives as diverse as Navy readiness and combat system kill chains, Navy and Marine Corps utilities management, and cyber security/warfare assessment. The Contractor shall assist in operating information systems that monitor and report on fleet maintenance, material condition, troubled systems, and ship casualty status. The Contractor shall also assist with stockpile reliability assessment of surface weapons and special analyses to establish certification periods for surface missile system and operate data systems to automate fleet return missile repair, technology update, and recertification processing at remote intermediate-level maintenance facilities.

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4.0. APPLICABLE DIRECTIVES

Federal Standards: The Contractor is required to adhere to the most recent standards and guidelines specified in the Task Order and the basic contract when applicable. In the absence of named standards, Department of the Navy (DON) standards, applicable Federal Information Processing Standards (FIPS), and broadly accepted professional standards shall prevail as related to the associated industries within the task identified in Section 5.0. The following list is illustrative but not exclusive of all standards and guidelines applicable to this Task Order.

4.1. Industrial Security Facilities Database (ISFD)

<https://www.dss.mil>

4.2. DoD Instruction 5000.64 - Accountability and Management of DoD Owned Equipment

and other Accountable Property

<http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/500064p.pdf>

4.3. NSWCCORINST 5530.4D - Use of Portable Electronic Devices on Navy Property (Attachment 7)

4.4. MRA Standard Operating Procedures (Attachment 8)

4.5. CNRMC TSRA Joint Instruction 4700.7A

<http://www.navsea.navy.mil/Home/RMC/CNRMC/Instructions.aspx>

4.6. OPNAVINST 3000.12A - Operational Availability of Equipment and Weapons Systems

<https://doni.documentservices.dla.mil/Directives/03000%20Naval%20Operations%20and%20Readiness/03-00%20General%20Operations%20and%20Readiness%20Support/3000.12A.pdf>

4.7. DoDI 5200.01: DoD Information Security Program (Volumes 1-4)

<http://www.dtic.mil/whs/directives/corres/pdf/520001p.pdf>

4.8. SSPINST 3100.1 Strategic Systems Programs, Trouble and Failure Report (Attachment 9)

4.9. Material Readiness Database Engineering Process (Attachment 10)

4.10. Material Readiness Database Front End Process (Attachment 11)

4.11. AR30 Systems Synopsys (Attachment 12)

4.12. NSWCCORDIVINST 5510.2E Information and Personnel Security Program (Attachment 13)

4.13. NSWCCORDIV M-5510.2 NSWC Corona, Information and Personnel Security Manual (Attachment 14)

4.14. NSWCCORDIVINST 5510.4A Classified Information Systems Removable Media Policy (Attachment 15)

4.15. NSWCCORDIV 5211.1A DON Privacy Program (Attachment 16)

4.16. NSWCCORDIVINST 3070.1A DON Operations Security Program (Attachment 17)

4.17. NSWCCORDIVINST 5530.2B Physical Security Plan (Attachment 18)

4.18. NSWCCORDIV Form 5530/5 Bomb Threat - Telephone (Attachment 19)

4.19. NSWCCORDIV 3010.2 Antiterrorism Plan (Attachment 20)

5.0. REQUIREMENTS

(a) Mandatory Requirements

The Contractor shall maintain the following mandatory requirements throughout the life of the Task Order.

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(1) Requirement 1: Personnel Security Clearance. Contractor personnel shall obtain and maintain at a minimum a security clearance level of SECRET to work on this requirement. Interim clearances are acceptable.

(2) Requirement 2: Facility Security Clearance. Contractor must have a Government granted facility security clearance at a minimum of the SECRET level. Contractor with an interim security clearance will be allowed to work, but will have limited access to certain systems, data, or functions.

(b) General Requirements

The general requirements for this effort are provided as Attachment 5 in Section J.

(c) Specific Requirements

The Contractor shall provide qualified, technically capable personnel to perform the tasking set forth herein. Contractor shall submit a Contractor's Personnel Roster (See Contract Data Requirements List (CDRL) A003 – Contractor's Personnel Roster)

5.1. BUSINESS OPERATIONS SUPPORT

5.1.1. General Operations Support

5.1.1.1. Meeting support and logistics. Record and provide summary minutes for meetings. Track visitor forms when hosting meetings and provide other support such as visitor reception and escorting visitors (as required).

5.1.1.2. Assemble and format inputs responding to data calls. Such data calls require information regarding the status of budgets, funding, project work, personnel, contract support, or other business-related areas. The Contractor will collect the necessary information from Government supervisors or their delegated representatives coordinated by the department head or other designated Government lead.

5.1.1.3. Develop and conduct training for Government and Contractor personnel necessary to communicate and implement new or revised department-specific processes and procedures on an as-needed basis. Training would consist of PowerPoint presentations consisting of process flow charts which identify all inputs and outputs, any business rules and would standardize the use of forms or other procedural documentation, and written guidance describing how different scenarios would be handles.

5.1.1.4. Membership and participant management. Review and validate submitted participant applications and communicating application status with participants. Maintain participant rosters.

5.1.2. Event planning and execution support

5.1.2.1. Assist with site selection, coordination, and reservations.

5.1.2.2. Develop and produce event hand-outs and materials.

5.1.2.3. Assist with event administration and execution to include: attending events; manning display booths, reception desks, etc.; distributing event materials; making presentations; and conducting hands-on database access training.

5.1.2.4. Set-up and take-down event equipment.

5.1.2.5. Maintain, ship, store, and repair/replace event equipment.

5.2. TECHNICAL SUPPORT SERVICES

5.2.1. Data acquisition, collection and logging.

5.2.1.1. Collect and log classified and unclassified raw physical and/or electronic data generated during events in support of test, training, maintenance and sustainment events. Collect source data from Government or Contractor sites via tapes, CD's, hard drives, or other media containing audio or visual information. Data includes

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configuration, logistics, test, warranty, contract, history, and maintenance information. Specific events and locations will be identified in the individual Technical Instruction (TI) per subtask.

5.2.1.2. Install, maintain, or operate Communications Security (COMSEC) equipment for telemetry collection and data transport for the U.S. Government. Participate in the design, planning, production, training, installation, maintenance, operation, logistical support, integration, modification, testing, or study of COMSEC material or techniques. Electronically communicate classified national security information in a cryptographically secure manner or unclassified national security-related information by COMSEC protected means.

5.2.1.3. Collect and track weekly data scoring metrics such as volume of data received, processed and/or rejected, data quality, accuracy, and issues discovered and resolved. Collect, prepare, and present management/performance metrics/data reports.

5.2.1.4. Perform data acquisition through online data mining and receipt/processing of data submissions in hard copy and electronic formats to include document receipt, control, distribution, and archiving electronically ensuring access, retrieval, and accounting of documents acquired.

5.2.1.5. Before an event, compile pre-assessment documentation and ship configuration files to develop an equipment plan for an assessment event.

5.2.1.6. Before an event, generate unclassified work packages required to assess equipment and document ship's discrepancies during an assessment event.

5.2.1.7. Courier data as required to and from designated CONUS or OCONUS location(s). Data couriers need to be trained and qualified to physically transport classified media on an as-needed basis. Typically, no more than 2 or 3 couriers would be required concurrently.

5.2.2. Data processing and management

5.2.2.1. Perform data validation and verification to assess data compliance to a set of standards to ascertain its completeness, correctness, consistency, and quality using the methods and criteria defined in the project documentation. Apply knowledge of applicable systems and maintenance practices from prior experience to validate source data. Maintain and correct data as required. Perform source data error detection, resolution, and editing. Ensure data quality and accuracy by identifying, validating, and resolving any data issues before they are loaded into databases which support applications in production. Contractor shall be able to perform task at Contractor facilities.

5.2.2.2. Prepare, score and format data for data entry into information management system. Review data received for applicability, assign appropriate document designations, and develop narrative abstracts, researching and adding missing field data obtained from Government/commercial tools/information sources and ensuring completeness. Contractor shall be able to perform tasks at Contractor facilities.

5.2.2.3. Run data processing routines which do not require privileged access. Review and process all test, training, maintenance and assessment actions both classified and unclassified. Specific events and locations will be identified in the individual TI per subtask.

5.2.2.4. Research electronically available information both classified and unclassified via internet data mining on DoD platforms, systems, and operations for any relevant data needed to maintain or improve accuracy. Determine applicability of discovered data. Contractor will be authorized to obtain classified documents from Defense Technical Information Center.

5.2.2.5. Create and document standard repeatable processes for ensuring all relevant source data is obtained consistently.

5.2.2.6. Maintain data product library which includes logging inventory of processed data products, labeling data products, and copying data tapes/disks for data distribution and transfer to receiving activities outside of Corona Division.

5.2.2.7. Serve as Media Transfer Agent/Data Transfer Agent (MTA/DTA), approved by Corona

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Division Commanding Officer to transfer data between media/systems of differing classifications and generate required logs for removable media creation tracking according to established procedures. Provide data transfer logs to Command Information Manager (IAM) and Command Security Manager (and any other required authority) monthly.

5.2.2.8. Collect and track data processing metrics (volume of data received, processed and/or rejected, data quality, accuracy, and issues discovered and resolved).

5.2.2.9. Support data review/validation meetings both locally and off-site.

5.2.3. Data Output

5.2.3.1. Assist in preparing, publishing, and distributing data products, metrics and reports via electronic media and physical media for customer distribution. Complete all required shipping documentation, preparation of reports for shipping, and delivery of reports to shipment destinations.

5.2.3.2. Print reports to disk media or paper and collate report products for document reproduction.

5.2.3.3. Generate, sort, and track hardcopy distribution of classified test, training, assessment and maintenance data.

5.2.3.4. Generate data reports, indices, and listings to include:

5.2.3.4.1. Generate, review, and provide informal daily observation notes and reports to Navy leaders during assessment events. Forms which are tailored to individual events are provided by the Government for specific test events and filled out by contracting personnel attending this event.

5.2.3.4.2. Assist the Assessment Director with final out-brief letter and out-brief presentation of the assessment event.

5.2.3.4.3. Assist with the development and maintenance of scoring documentation including assessment criteria, scoring rules, scoring processes, part dictionaries, and data quality thresholds.

5.3. ENGINEERING SUPPORT SERVICES

5.3.1. Analysis Functions

Assist Government analysts in performing the following routine analysis functions:

5.3.1.1. Analyze engineering data contained within the Material Readiness Assessment (MRA) information systems. Determine Reliability, Maintainability, and Availability (RM&A) failure drivers and trends. Identify ways to improve operational availability or lower costs.

5.3.1.2. Assist in the development and validation of mathematical and statistical models and assessment criteria. Interface with Subject Matter Experts such as In-Service Engineering Agents (ISEAs). Use statistical software where applicable.

5.3.1.3. Assist in compilation and retrieval of data from information systems and/or other sources to perform analysis functions.

5.3.1.4. Assist with mathematical and/or statistical computations of structured and unstructured data to produce metrics or any intermediate data sets. Provide interpretation of those metrics.

5.3.1.5. Assist in performing engineering analysis of electronics, mechanical, and electro optical components.

5.3.1.6. Support data management equipment and processes. Telemetry and/or any other equipment required to support the analysis functions. Equipment process may include maintenance, operation, design, fabrication, installation, planning, logistics, upgrades.

5.3.1.7. Support developmental/operational test and evaluation:

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5.3.1.8. Pre-test preparation to include but not limited to preparing equipment, reading test plans, and developing metrics.

5.3.1.9. On-site support to include but not limited to setting up equipment, taking notes, collecting data, observing tests, and performing analysis.

5.3.1.10. Post test assessment to include but not limited to performing assessment and writing reports.

5.3.1.11. Assist in developing encryption and decryption techniques using methods in quantum cryptology.

5.3.2. Engineering Event Support

5.3.2.1. Participate and support meetings, conferences, teleconferences, video teleconferences, presentations, briefings, site-visits, events, exercises, and reviews both locally and off-site. Support to include: plan, setup, teardown and administer events in project rooms, meeting rooms or theater. Events include training exercises, analysis working groups, other meetings.

5.3.2.2. Review message traffic and draft alteration installs messages. Verify the maturity of requested alterations. Interface with the Port Engineer for endorsement of alterations.

5.3.2.3. Support Government personnel by providing onsite technical support at integration and/or test events. Active technical participation may include support to program management reviews, technical interchange meetings, table top reviews, process reviews, and Government/Contractor meetings occurring onsite. Report noted findings/issues to designated Corona Division lead points of contact and program office personnel/organizations.

5.3.2.4. Provide independent specialized expertise to Government personnel at technical investigative projects/events. Expertise, as required by project/event, may include engineering disciplines such as aerospace, mechanical, electrical, electronics, industrial, civil, and/or chemical. Each project/event will require research, planning, onsite investigation, analysis and reporting.

5.3.2.5. Prior to testing, attend and provide engineering technical support for pre-exercise planning, range safety briefings, and trends analysis.

5.3.2.6. Provide monthly inventory tracking of the location and user of Command/Department assets used for operations and events.

5.3.2.7. Assist end users in operating equipment, monitor status of equipment performance during event and assist with resolution of any technical problems should they occur.

5.3.3. Product Support

5.3.3.1. Provide substantive content to technical reports, situation reports and presentations including but not limited to writings, formulas, equations, drawings, diagrams, code, scripts, tables, charts, graphs, and slides.

5.3.3.2. Assist weapon system analysis onsite via quick-look reports either written or verbal; assist posttest in-depth analysis and formal reporting with reconstruction, final reports, and briefings as required by the Government lead or in accordance with the Data Management and Analysis Plan (DMAP).

5.3.3.3. Prepare report products for customer distribution. Provide input and to the development and implementation of the designated Analysis Notebook and the DMAP.

5.3.3.4. Provide grammatical, classification marking, and format input to product deliverables and other types of softcopy/hardcopy project documentation.

5.3.3.5. Assist in developing specifications/requirements documents.

5.3.3.6. Assist in data processing required in support of data analysis.

5.3.4. Engineering Liaison Support.

Provide off site full time engineering and liaison support on behalf of Corona Division at program offices and/or

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customer field offices. Liaison support could include assisting with project management, project status, project execution and technical expertise. Specific projects and locations will be identified in the individual TI per subtask.

5.4. SUPPLY AND PROPERTY ORDERING AND TRACKING SUPPORT

5.4.1. Provide administration support including Process Move, Add, Change (MAC) requests, maintaining printer inventory including printer cartridges and spares and make sure .NET entries are done per Government personnel requests in order to obtain Navy Marine Corps Internet (NMCI)/Next Generation (NGEN) equipment and/or services.

5.4.2. Maintain and update DoD Information Technology Portfolio Reporting (DITPR) and DoN Application and Database Management System (DADMS) for supported applications including researching application requests, writing and processing approval paperwork and ensuring questionnaires are properly filled out to satisfy Government requirements, participate in new add process with Government oversight, and associate/disassociate from applications.

6.0. DELIVERABLES

Deliverables under this contract shall be provided in accordance with “DON Policy on Digital Product/Technical Data,” ASN RD&A MEMO of 23 Oct 04 and shall be provided in accordance with the Contract Data Requirements Lists, (CDRL, DD Form 1423 and supporting Data Item Descriptions (DIDs).

Number	Title
A001	Contractor's Progress Status and Management Report
A002	Performance and Cost Report
A003	Contractor's Personnel Roster
A004	Technical Report-Study/Services
A005	TYCOM C5I Integration Process (TCIP) Assessment Report
A006	Weekly Financial Report
A007	Deleted

6.1. PROGRAM MANAGEMENT CONTROL REPORTING

The Contractor shall provide a written monthly progress report of tasking to the Contract Specialist and Contracting Officer’s Representative (COR). The monthly report shall address progress toward program milestones and performance measures. The reports shall address deliverables, accomplishments, progress, delays, schedule change proposals and approvals, problems and issues, staffing issues, projected tasks and deliverables for the following month and task cost information for work performed per CDRL A001 and associated DID.

6.2. FINANCIAL REPORTS

The Contractor shall establish and maintain a financial accounting system that shall permit recovery of contract costs by Corona Division Command Operations Department cost center, by Contract Line Item Number (CLIN) and/or Sub Line Item Number (SLIN), and by individual requisition numbers.

6.2.1. The Contractor shall provide weekly funding expenditure status reports on each subtask to include: total funding provided, total funding expended, ODCs billed, and when the available funding is anticipated to be expended. This report shall be provided in Excel format per CDRL A006 and associated DID.

6.2.2. The Contractor shall provide cost information in a format that allows for automated input into Corona Division's financial system. The Contractor shall provide monthly contract cost reports to the COR, Corona Division's Contracts Office and Comptroller. This report shall be provided in Excel format per CDRL A002 and

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associated DID.

The cost information shall present monthly and cumulative costs, which are broken down as follows:

By Cost Center,

By SLIN,

By individual charge numbers,

By labor category,

By appropriate billing period.

Trip Reports

Additionally, the monthly cost information shall include a labor cost detail to include regular and overtime hours and dollars. Information shall include direct loaded labor rates by labor categories, and employee name. ODC cost information shall include the item identification description, an exact listing of what was purchased with prior approval, the Government representative requesting item, name of vendor, amount, material handling costs, and total costs. If the ODC is for travel, it shall include the name of the traveler and the location of travel, to and from, number of travel days. All cost reports shall reference the Government charge number (CON) that was used to fund the expenditure.

The Contractor shall provide monthly contract cost reports, and expenditure reports. These reports will act as a "check-book" cost summary that will allow Government Project Manager to closely watch their project expenditures to avoid cost over-runs.

Contractor shall provide a monthly report of ceiling and funded amount of each task awarded to their subcontractors. This report will also include the SOW paragraph the subcontractor will be performing services against, and documentation as to the specialty of services provided by the subcontractor.

6.3 TECHNICAL DOCUMENTATION

Tasks - Deliverables shall include surveys, studies, reports; risk analysis environmental impact reviews/audits; requirements documentation, alternatives analysis; countermeasures identification environmental audits training on environmental principles and practices; specifications, operator instructions, program documentation (Software Requirements, Verification and Validation); user manuals; assistance and training; life cycle documentation, and technical reports per CDRL A004, CDRL A005, and associated DIDs.

6.4 PLACE OF PERFORMANCE

The Contractor shall perform work at locations including but not limited to:

1. Corona Division, CA, Greece, Spain, Germany, Norway, and other areas.
2. Contractor's facility
3. In the field around the world (aboard ship, test ranges, shipyards/ports, open ocean and military bases)

The Contractor shall utilize Secret Internet Protocol Router Network (SIPRNET), Navy Marine Corps Intranet (NMCI), Next Generation Enterprise Network (NGEN) and Unclassified but Sensitive Internet Protocol Router Network (NIPRNET) connectivity to support these remote sites without having to physically go to these sites.

7.0. CONTRACT STATUS REPORTING (eCRAFT)

In conjunction with C-237-W001 the Contractor shall use the eCRAFT Labor Crosswalk (Attachment 6) which provides a crosswalk between the awarded labor category and the eCRAFT labor category.

8.0. ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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8.1. Reporting

8.1.1 The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the **Naval Surface Warfare Center, Corona Division**, via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address www.ecmra.mil.

8.1.2 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 www.ecmra.mil.

CLAUSES INCORPORATED BY FULL TEXT:

C-202-H001 ADDITIONAL DEFINITIONS--BASIC (NAVSEA) (OCT 2018)

(a) Department - means the Department of the Navy.

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of Text)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

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

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

(1) The support contractor not disclose any information;

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

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

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

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

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of Text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated **October 22, 2018** in response to NAVSEA Solicitation No. **N64267-18-R-3017**.

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

(End of Text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

(End of Text)

C-227-H008 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018)

(a) The contractor shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. The contractor shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system.

(b) The contractor shall insert paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word "contractor" shall be changed to "subcontractor."

(c) The contractor shall, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.

(d) The contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its

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manufacture."

(e) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

(End of Text)

C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATA BASES DELIVERED TO OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (JAN 2019)

(a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (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 data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.

(b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.

(c) Any license agreement governing the use of any computer software or computer software documentation delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).

(d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.

(e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.

(f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall 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.

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

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(End of Text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified as following:

(End of Text)

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT

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acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of Text)

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

(End of Text)

C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

C-245-H005 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--ALTERNATE I (NAVSEA) (MAY 2019)

(a) Contract Specifications, Drawings and Data. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications or other design or alteration data cited or referenced in Section C.

(b) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J.

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The Government shall furnish only the GFI identified in an attachment in Section J. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:

(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or

(ii) add items of data or information to the attachment identified in Section J; or

(iii) establish or revise due dates for items of data or information in the attachment identified in Section J.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(c) Except for the Government information and data specified by paragraphs (a) and (b) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an attachment in Section J, the clause of this contract entitled "Government Property" (FAR 52.245-1) or "Government Property Installation Operation Services" (FAR 52.245-2), as applicable, or any other term or condition of this contract. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <https://assist.dla.mil/online/start/>; or

(2) By submitting a request to the

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

(End of Text)

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked in accordance with Best Commercial Practice.

Unless otherwise specified in this requirement, all materials (including physical data deliverables) shipped under this procurement shall be packaged, labeled and transported in manners consistent with accepted industry standards and business practices to prevent damage and deter loss.

CLAUSES INCORPORATED BY FULL TEXT:

D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018)

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

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 2 dated 18 May 2016.

(End of Text)

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)

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) sponsor:

(End of Text)

D-247-H002 PACKAGING OF SUPPLIES—BASIC (NAVSEA) (OCT 2018)

Applicable to CLINs: 9000, 9100, 9200, 9300, and 9400.

The supplies furnished hereunder shall be packaged in accordance with ASTM-D-3951-15 approved 1 December 2015, Standard Practice for Commercial Packing.

(End of Text)

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY FULL TEXT:

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)

Applicable to CLINs: 7099, 7199, 7299, 7399, and 7499.

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423, Exhibit A.

(End of Text)

E-246-H014 INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA) (OCT 2018)

Applicable to CLINs: 7000, 7100, 7200, 7300, and 7400.

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

(End of Text)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	8/1/2019 - 7/31/2020
7001AA	8/1/2019 - 7/31/2020
7001AB	8/1/2019 - 7/31/2020
7001AC	8/1/2019 - 7/31/2020
7001AD	8/1/2019 - 7/31/2020
7001AE	8/1/2019 - 7/31/2020
7001AF	8/1/2019 - 7/31/2020
7001AG	8/1/2019 - 7/31/2020
7001AH	8/1/2019 - 7/31/2020
7001AJ	8/1/2019 - 7/31/2020
7001AK	8/1/2019 - 7/31/2020
7001AL	8/9/2019 - 7/31/2020
7001AM	8/9/2019 - 7/31/2020
7001AN	8/9/2019 - 7/31/2020
7001AP	8/9/2019 - 7/31/2020
7001AQ	8/9/2019 - 7/31/2020
7001AR	8/9/2019 - 7/31/2020
7001AS	8/9/2019 - 7/31/2020
7001AT	8/9/2019 - 7/31/2020
7001AU	8/23/2019 - 7/31/2020
7001AV	8/23/2019 - 7/31/2020
7001AW	8/23/2019 - 7/31/2020
7001AX	8/23/2019 - 7/31/2020
7001AY	8/23/2019 - 7/31/2020
7001AZ	8/23/2019 - 7/31/2020
7001BC	8/30/2019 - 7/31/2020
7001BD	8/30/2019 - 7/31/2020
7001BE	8/30/2019 - 7/31/2020
7001BF	8/30/2019 - 7/31/2020
7001BG	8/30/2019 - 7/31/2020
7001BH	8/30/2019 - 7/31/2020
7001BJ	8/30/2019 - 7/31/2020
7001BK	8/30/2019 - 7/31/2020
7001BL	9/3/2019 - 7/31/2020
7001BM	9/4/2019 - 7/31/2020
7001BN	9/3/2019 - 7/31/2020
7001BQ	9/6/2019 - 7/31/2020
7001BR	9/9/2019 - 7/31/2020
7001BS	9/22/2019 - 7/31/2020

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7001BT	9/22/2019 - 7/31/2020
7001BU	9/22/2019 - 7/31/2020
7001BV	9/22/2019 - 7/31/2020
7001BW	9/22/2019 - 7/31/2020
7001BX	9/23/2019 - 7/31/2020
7001BY	9/23/2019 - 7/31/2020
7001BZ	9/22/2019 - 7/31/2020
7001CA	9/22/2019 - 7/31/2020
7001CB	9/22/2019 - 7/31/2020
7001CC	9/22/2019 - 7/31/2020
7001CD	9/22/2019 - 7/31/2020
7001CE	9/22/2019 - 7/31/2020
7001CF	9/23/2019 - 7/31/2020
7001CG	9/23/2019 - 7/31/2020
7001CH	9/24/2019 - 7/31/2020
7001CJ	9/24/2019 - 7/31/2020
7001CK	9/25/2019 - 7/31/2020
7001CL	9/26/2019 - 7/31/2020
7001CM	9/26/2019 - 7/31/2020
7001CN	9/26/2019 - 7/31/2020
7001CQ	10/18/2019 - 7/31/2020
7001CR	10/18/2019 - 7/31/2020
7001CS	10/18/2019 - 7/31/2020
7001CT	10/18/2019 - 7/31/2020
7001CV	10/18/2019 - 7/31/2020
9000	8/1/2019 - 7/31/2020
9001AD	8/1/2019 - 7/31/2020
9001AE	8/1/2019 - 7/31/2020
9001AF	8/1/2019 - 7/31/2020
9001AG	8/1/2019 - 7/31/2020
9001AH	8/1/2019 - 7/31/2020
9001AJ	8/1/2019 - 7/31/2020
9001AK	8/1/2019 - 7/31/2020
9001AM	8/9/2019 - 7/31/2020
9001AP	9/24/2019 - 7/31/2020
9001AQ	8/9/2019 - 7/31/2020
9001BA	8/23/2019 - 7/31/2020
9001BB	8/30/2019 - 7/31/2020
9001BD	8/30/2019 - 7/31/2020
9001BF	8/30/2019 - 7/31/2020
9001BG	8/30/2019 - 7/31/2020
9001BL	9/21/2019 - 7/31/2020
9001BP	9/6/2019 - 7/31/2020

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9001BS	9/9/2019 - 7/31/2020
9001BV	9/22/2019 - 7/31/2020
9001CC	9/22/2019 - 7/31/2020
9001CJ	10/18/2019 - 7/31/2020
9001CP	10/18/2019 - 7/31/2020
9001CR	10/18/2019 - 7/31/2020
9001CS	10/18/2019 - 7/31/2020
9001CU	10/18/2019 - 7/31/2020

CLIN - DELIVERIES OR PERFORMANCE

7000	8/1/2019 - 7/31/2020
7100	8/1/2020 - 7/31/2021
7200	8/1/2021 - 7/31/2022
7300	8/1/2022 - 7/31/2023
7400	8/1/2023 - 7/31/2024
9000	8/1/2019 - 7/31/2020
9100	8/1/2010 - 7/31/2021
9200	8/1/2021 - 7/31/2022
9300	8/1/2022 - 7/31/2023
9400	8/1/2023 - 7/31/2024

CLAUSES INCORPORATED BY FULL TEXT

F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423, Exhibit A.

(End of Text)

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE:

252.204-7006 Billing Instructions (OCT 2005)

252.232-7003 Electronic Submission of Payment Request and Receiving Reports (JUN 2012)

CLAUSES INCORPORATED IN FULL TEXT:

G-232-H001 ALLOTMENT OF FUNDS--BASIC (NAVSEA) (OCT 2018)

Applicable to CLINs: 7000, 9000, 7100, 9100, 7200, 9200, 7300, 9300, 7400, and 9400.

(a) This contract is incrementally funded with respect to both cost and fee. The table below sets out:

- (1) The CLINs/SLINs covered by the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22);
- (2) The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs;
- (3) 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); and;
- (4) The period of performance for which it is estimated the allotted amount(s) will cover:

CLINs/ITEMS	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE FOR ALLOTMENT
7000			
9000			
7100			
9100			
7200			
9200			
7300			
9300			
7400			
9400			

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

(c) Performance under CLINs/SLINs which are fully funded 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.

(End of Text)

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT

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OFFICE (NAVSEA) (JUN 2018)

(a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction			Payment Office
		X	X	N/A	Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and- Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts;	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable

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Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction			Payment Office
					Allocation Method
52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers					line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for	Commercial Item	X	X	N/A	Specified in approved

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For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction			Payment Office
					Allocation Method
Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Financing*				payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(b) This procurement contains the following contract type(s):

CR – Cost-Reimbursement

(End of Text)

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level.

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For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of Text)

G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

(ii) The Contract Specialist is:

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(iii) The Administrative Contracting Officer (ACO) is:

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is:

(f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

(g) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is:

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(h) The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Ombudsman is:

(i) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.

(j) The Authorized Ordering Person(s) for Per-Call Maintenance is:

(k) The Contractor's point of contact for performance under this contract is:

(End of Text)

252.232-7006 Wide Area WorkFlow Payment Instructions (MAY 2013)

(a) Definitions. As used in this clause—

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

“Document type” means the type of payment request or receiving report available for creation in Wide Area Work Flow (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 , Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

(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

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

N/A

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Contract Number	N0017804D4026
Delivery/Task Order Number	N6426719F3008
CAGE Code	8D014
Pay Official DoDAAC	N68732
Issue By DoDAAC	N64267
Admin DoDAAC	N64267
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N64267
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA031
Other DoDAAC(s)	N/A

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

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

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

- NAVSEA HQ WAWF Helpdesk: WAWFHQ@navy.mil; or

(End of clause)

Accounting Data

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CLAUSES INCORPORATED BY FULL TEXT:

H-209-H004 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (DEC 2018)

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

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

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

(d) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government:

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

(2) any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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

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

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

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

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

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

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

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

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

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

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

(End of Text)

H-216-H002 LEVEL OF EFFORT--ALTERNATE I (NAVSEA) (OCT 2018)

(a) The total level of effort for the performance of this contract is specified in and includes prime and subcontractor direct labor (for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort).

(b) Of the total man-hours of direct labor set forth in, it is estimated that man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified in shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch

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periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the Defense Contract Audit Agency office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period that separately identifies compensated and uncompensated hours; (2) a breakdown of this compensated total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Additionally, in the case of a cost underrun the Contractor shall submit the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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

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(j) Notwithstanding any of the provisions in the above paragraphs and subject to the Limitation of Funds or Limitation of Cost clauses, as applicable, the period of performance may be extended at the discretion of the Contracting Officer, and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in Section B. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

52.204-18 Commercial and Government Entity Code Maintenance (JUL 2016)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)

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

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or
Equipment (Aug 2019)

52.219-8 Utilization of Small Business Concerns (OCT 2018)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-62 Paid Sick Leave (Executive Order 13706) (JAN 2017)

52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)

52.223-10 Waste Reduction Program (MAY 2011)

52.224-3 Privacy Training (JAN 2017)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.244-6 Subcontracts for Commercial Items (July 2018)

252.203-7003 Agency Office of the Inspector General (DEC 2012)

252.203-7004 Display of Hotline Posters (OCT 2016)

252.216-7006 Ordering (MAY 2011)

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Material (SEP 2014)

252.225-7001 Buy American and Balance of Payments Program Basic (DEC 2017)

252.234-7004 Cost and Software Data Reporting System (NOV 2014)

252.239-7000 Protection Against Compromising Emanations (JUN 2004)

252.244-7001 Contractor Purchasing System Administration (MAY 2014)

252.245-7002 Reporting Loss of Government Property (DEC 2017)

252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017)

Note: Regarding 52.244-2 SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007), Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved

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by the Task Order Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000) (NAVSEA VARIATION) (APRIL 2015)

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

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
CLINs 7100, 7199, 9100	No later than 12 months after the Task Order award date.
CLINs 7200, 7299, 9200	No later than 24 months after the Task Order award date.
CLINs 7300, 7399, 9300	No later than 36 months after the Task Order award date.
CLINs 7400, 7499, 9400	No later than 48 months after the Task Order award date.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, however, in accordance with Paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT - ALTERNATE 1", (NAVSEA H-216-H002), if the total man hours delineated in Paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of man hours specified in Paragraph (a) of the aforementioned requirement have been expended.

(End of Clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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(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.

(End of Clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class/Occupation Code	Series/Grade	Monetary Wage
Computer Operator I/14041	GS-0332-4	
Computer Operator II/14042	GS-0332-5	
Computer Operator IV/14044	GS-0332-7	
Word Processor II/01612	GS-0326-4	
Engineering Technician III/30083	GS-0802-5	
Engineering Technician IV/30084	GS-0802-7	
Engineering Technician V/30085	GS-0802-9	
Engineering Technician VI/30086	GS-0802-11	
Technical Writer III/30463	GS-1083-11	
Monetary Wage is based on Step (1) One of the GS Pay Scale		

(End of 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.

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

any subcontract other than referenced in paragraph (j) below.

(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

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for the incentives, and a summary of all trade-off possibilities considered.

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

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

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

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

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

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

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

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far>

(End of Clause)

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

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

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

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operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

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

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

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

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

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

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

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

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

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

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

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

(12) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include

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competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

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

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

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

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- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
 - (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
 - (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
 - (iv) Form, fit, and function data;
 - (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
 - (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
 - (vii) Otherwise publicly available or have been released or disclosed by the Contractor or Subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
 - (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
 - (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with —
 - (A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or
 - (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.
- (2) *Government purpose rights.*
- (i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—
 - (A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or
 - (B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
 - (ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in Paragraph (b)(2) (i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.
 - (iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

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- (A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or
- (B) The recipient is a Government Contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in Paragraph (f)(2) of this clause.
- (3) *Limited rights.*
- (i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—
- (A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in Paragraph (f) of this clause; or
- (B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
- (ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.
- (iii) The Contractor, its Subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.
- (iv) The Contractor acknowledges that—
- (A) Limited rights data are authorized to be released or disclosed to covered Government support Contractors;
- (B) The Contractor will be notified of such release or disclosure;
- (C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support Contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support Contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and
- (D) Any such non-disclosure agreement shall address the restrictions on the covered Government support Contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.
- (4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name:

Contractor Address:

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

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above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

LIMITED RIGHTS

Contract No.
Contractor Name:
Contractor Address:

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to Subcontractors or suppliers.*

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) “Developed” means that—

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

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

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

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

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

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

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

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

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

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

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

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

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

(14) “Noncommercial computer software” means software that does not qualify as commercial computer software under Paragraph (a)(1) of this clause.

(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;

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- (ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;
- (iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;
- (iv) Modify computer software provided that the Government may—
- (A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause;
and
- (B) Not release or disclose the modified software except as provided in paragraphs (a)(15)
(ii), (v) and (vi) of this clause;
- (v) Permit Contractors or Subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—
- (A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular Contractors or Subcontractors was made;
- (B) Such Contractors or Subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government Contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;
- (C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to Paragraph (a)(15)(iv) of this clause, for any other purpose; and
- (D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;
- (vi) Permit Contractors or Subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—
- (A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government Contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;
- (B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to Paragraph (a)(15)(iv) of this clause, for any other purpose; and
- (C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;
and
- (vii) Permit covered Government support Contractors in the performance of covered Government support contracts that contain the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—
- (A) The Government shall not permit the covered Government support Contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to Paragraph (a)(15)(iv) of this clause, for any other purpose; and

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(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

(2) *Government purpose rights.*

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

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

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

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

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- (i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.
- (ii) The Contractor, its Subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see Paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.
- (iii) The Contractor acknowledges that—
- (A) Restricted rights computer software is authorized to be released or disclosed to covered Government support Contractors;
- (B) The Contractor will be notified of such release or disclosure;
- (C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support Contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support Contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and
- (D) Any such non-disclosure agreement shall address the restrictions on the covered Government support Contractor's use of the restricted rights software as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.
- (4) *Specifically negotiated license rights.*
- (i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in Paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in Paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.
- (ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.
- (5) *Prior government rights.* Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—
- (i) The parties have agreed otherwise; or
- (ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.
- (6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with Paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under Paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

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

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

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

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

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

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

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

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

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

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following 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)

*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.

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

Date_____

Printed Name and Title_____

Signature_____

(End of identification and assertion)

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

(f) *Marking requirements.* The Contractor, and its Subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in Paragraph (f)

(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at Paragraph (f)(2) of this clause; the restricted rights legend at Paragraph (f)(3) of this clause; or the special license rights legend at Paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

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

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

GOVERNMENT PURPOSE RIGHTS

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)(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

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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:

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. (Insert contract number)TBD, 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

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nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

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

(j) *Limitation on charges for rights in computer software or computer software documentation.*

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

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

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

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

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

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

(k) *Applicability to Subcontractors or suppliers.*

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

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

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

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

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment_1_DD254

Attachment_2 Deleted

Attachment_3 Deleted

Attachment_4_WD_2015-5630_Rev12

Attachmnt_5_General_Requirements

Attachment_6_eCRAFT_Labor_Crosswalk

Attachment_7_NSWCCORINST5530.4D

Attachment_8_MRA_SOP

Attachment_9_SSPINST_3100.1

Attachment_10_MRDB_Engineering_Process

Attachment_11_MRDB_Front_End_Process

Attachment_12_AR30_Systems_Synopsys

Attachmnt_13_NSWCCORINST5510.2E

Attachmnt_14_NSWCCORDIV_M-5510.2

Attachmnt_15_NSWCCORDIVINST_5510.4A

Attachmnt_16_NSWCCORDIV_5211.1A

Attachmnt_17_NSWCCORDIVINST_3070.1B

Attachmnt_18_NSWCCORDIVINST_5530.2B

Attachmnt_19_NSWCCORDIV_5530-5

Attachmnt_20_NSWCCORDIVINST_3010.2

Attachment 21 WD San Diego, CA 2015-5636, Rev. 11, dtd 9/16/2019

Attachment 22 WD Mayport, FL 2015-4540, Rev. 10, dtd 9/16/2019

Attachment 23 WD Norfolk, VA 2015-4342, Rev. 13, dtd 9/16/2019

Exhibit_A_CDRLs

Exhibit_B_DIDs