

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
P000013. EFFECTIVE DATE  
03-May-20194. REQUISITION/PURCHASE REQ. NO.  
N/A5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00167

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC, CARDEROCK DIVISION, MARYLAND  
9500 MacArthur Blvd  
West Bethesda MD 20817  
[REDACTED]DCMA Manassas  
14501 George Carter Way, 2nd Floor  
Chantilly VA 20151

SCD: C

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

Metamorphosis Group Inc.; The  
2808 Saint Croix Dr., Suite 100  
Vienna VA 22180-7749

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7828 / N0016719F3002

10B. DATED (SEE ITEM 13)

05-Feb-2019

CAGE CODE  
3CDG7

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ]

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)  
FAR 43.103(a)(3)

E. IMPORTANT: Contractor [X] 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

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

03-May-2019

NSN 7540-01-152-8070

30-105

**STANDARD FORM 30** (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

### GENERAL INFORMATION

The purpose of this modification is to provide the Contracting Officer's decision to approve the Key Personnel Substitution Request for the labor categories identified herein. Accordingly, said Task Order is modified as follows:

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

All other terms and conditions remain unchanged. A conformed copy of this Task Order is attached to this modification for informational purposes only.

**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	Engineering services in accordance with Section C entitled 'Engineering Services for Ocean Testing and Waterfront Operations'. This Priced CLIN is now void and the ceiling has been moved to Info CLIN 7001 (Fund Type - TBD)	0.0	■	■	■	■
7001		Engineering Services in accordance with the Statement of Work for the Base Year					■
7001AA	R425	SLIN 7001AA is the holding CLIN. The ceiling will be downwardly adjusted as priced SLINs are added under this CLIN. (Fund Type - TBD)	■	■	■	■	■
7001AB	R425	SLIN 7001AB provides incremental funding in the amount of \$819,769 in support of TI-001 (Fund Type - TBD)	■	■	■	■	■
7100	R425	Engineering services in accordance with Section C entitled 'Engineering Services for Ocean Testing and Waterfront Operations'. (Fund Type - TBD)  Option	■	■	■	■	■
7200	R425	Engineering services in accordance with Section C entitled 'Engineering Services for Ocean Testing and Waterfront Operations'. (Fund Type - TBD)  Option	■	■	■	■	■
7300	R425	Engineering services in accordance with Section C entitled 'Engineering Services for Ocean Testing and Waterfront Operations'. (Fund Type - TBD)  Option	■	■	■	■	■

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	Engineering services in accordance with Section C entitled 'Engineering Services for Ocean Testing and Waterfront Operations'. (Fund Type - TBD)  Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7500		Not Separately Priced - Data Deliverables in accordance with DD 1423s attached to this document					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	R425	Priced CLIN 9000's ceiling is hereby moved to 9001AA (Fund Type - TBD)					
9001							
9001AA	R425	SLIN 9001AA is a holding SLIN for ODCs (consisting of material, travel, and miscellaneous) in Support of SLIN 7001AA. The SLIN will be downwardly adjusted as funding is provided on priced SLINs below this SLIN. (Fund Type - TBD)					
9001AB	R425						
9100	R425	Option Year 1 not to exceed (NTE) Other Direct Costs (ODCs) in support of CLIN 7100 consisting of materials, travel, and miscellaneous. ODCs are non-fee bearing. (Fund Type - TBD)  Option					
9200	R425	Option Year 2 not to exceed (NTE) Other Direct Costs (ODCs) in support of CLIN 7200 consisting of materials, travel, and miscellaneous. ODCs are non-fee bearing. (Fund Type - TBD)  Option					
9300	R425	Option Year 3 not to exceed (NTE) Other Direct Costs (ODCs) in support of CLIN 7300 consisting of materials, travel, and miscellaneous. ODCs are non-fee bearing. (Fund Type - TBD)  Option					
9400	R425	Option Year 4 not to exceed (NTE) Other Direct Costs (ODCs) in support of CLIN 7400 consisting of materials, travel, and miscellaneous. ODCs are non-fee bearing. (Fund Type - TBD)  Option					

NOTE A: OPTIONS

Options shall be performed only if exercised in accordance with Federal Acquisition Regulation (FAR) Clause 52.217-9, Option to Extend the Term of the Contract (Mar 2000) (NAVSEA Variation) (Apr 2015).

**NOTE B: LABOR TRIPWIRE JUSTIFICATIONS**

During performance of this task order, the contractor shall notify the Contracting Officer and the Contracting Officer's Representative (COR), by e-mail, if the average monthly invoiced rate exceeds the average negotiated rate by 10% or more for any labor CLIN.

**NOTE C: SUBSTITUTION OF KEY PERSONNEL**

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

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

*\*Contingent - Government will verify upon award.*

**\*\*NOTE:** The level of effort table is for estimating purposes only and the contractor is not held to the hours per labor category, only the total level of effort stated in the Level of Effort clause in Section G.

**NOTE D: CONSENT TO SUBCONTRACT**

For subcontracts and consulting agreements for services where the prime contractor anticipates that hours delivered will be counted against the hours in NAVSEA Clause 5252.216-9122, Level of Effort – Alternate 1 (May 2010), consent to subcontract authority is retained by the Contracting Officer. The contractor shall comply with FAR Clause 52.244-2, Subcontracts – Alternate I (June 2007) of the base MAC when requesting consent to subcontract. The following subcontractors are approved under this task order:

[REDACTED]

[REDACTED]

[REDACTED]

**NOTE E: ADDITIONAL CLINS**

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this task order to allow for additional sub-CLINs (SLINs) as needed or to accommodate the multiple sponsors/types of funds that may be used under this order. These modifications will not change the overall LOE or value of the task order.

**NOTE F: AUTHORITY**

Only the Contracting Officer can authorize changes to or direct work under this task order unless otherwise delegated by appointment.

**HQ B-2-0015 Payment of Fee(s) (Level of Effort-ALT 1) (NAVSEA) (MAY 2010)**

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

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

[REDACTED]			
[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

\*The average hourly rates will be calculated by dividing the total cost by the total hours for each CLIN.

\*\*The fixed fee per hour will be calculated by dividing the total fee amount by the hours for each CLIN. All fixed fee will be paid at the hourly rate regardless of the labor category mix under individual TIs.

(End of Text)

**HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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

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

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

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

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

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

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

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

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

(End of Text)

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Section C Descriptions and Specifications

#### 1.0 Background

[REDACTED]

As a part of its mission, Code 70 operates the South Florida Ocean Measurement Facility (SFOMF), one of several sites used for conducting a wide variety of research, developmental, operational, and evaluation testing. SFOMF is a Branch under the cognizance of Code 75, whose mission “is to provide full spectrum capabilities for research, development, design, testing, acquisition support, and in-service engineering for electromagnetic signature reduction and related technologies for all platforms.”

Located on the south side of the Port Everglades inlet in Ft Lauderdale FL, the SFOMF offers land, sea, and air test environments in a natural laboratory setting for use by government, private industry, academia, and the research institute community. The ocean test environment offers shallow-water, deep-water, and western boundary ocean current conditions in the Straits of Florida between southeastern Florida and the Bahamas, adjacent to the Miami Terrace. This diverse ocean test environment includes multiple bottom types, coral reef areas, fish habitats, and a no anchorage zone to protect underwater in-situ cabling and infrastructure. In continuous operation since the 1950’s, this area hosts multiple instrumented sites which couple sensor packages with underwater signal and sub-sea cables to a terminus at SFOMF’s Operations site.

[REDACTED]

Tests and trials are conducted year round at SFOMF to include; acoustic and optical bathymetric survey tests, high density contact management, mine neutralization, autonomous vehicles, and seal delivery vehicles (SDV) among many others. Testing involves a wide spectrum of air, surface, and subsurface assets. The overall purpose of this contract is to acquire the services, and logistics support required to conduct research, development, test and evaluation trials, operations and system installations and maintenance in support of SFOMF, Code 75, the Navy, and other DoD projects locally within the South Florida area of operations (AOR).

#### 2.0 Scope

NSWCCD Detachment Dania, FL, (Code 754), SFOMF, requires engineering, technical, and administrative services in support of Ocean Testing and Waterfront Operations. Services are needed in support of SFOMF’s underwater testing ranges, associated underwater and shore side assets, marine vehicles, designs, studies, equipment maintenance, and operations throughout the period of performance.

The services and logistics for Ocean Testing and Waterfront Operations include support for data acquisition systems, offshore test ranges, underwater sensors, underwater infrastructure, shore based sensors and systems, boats, vehicles, equipment shelters, weight handling equipment (WHE), observation towers, and tracking systems for SFOMF RDT&E activities. While the majority of services can be accurately projected, emergent support is also required to efficiently and effectively deal with the effects of the tropical marine environment, where high temperatures, high humidity, corrosion, and destructive weather impact the scheduling and activities of the site, which requires immediate and proactive action to limit and repair damage to resume operations.

#### 3.0 Implementation



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Specific direction, intended to clarify but not modify the scope of work herein, will be provided by NSWCCD through the issuance of Technical Instructions (TI). NSWCCD, through the Contracting Officer's Representative (COR), will provide the information and technical data necessary for task performance and will provide information on ship schedules for those tasks requiring visits to fleet units. NSWCCD Information Technology (IT) approval is required prior to the purchase of any IT hardware or software.

#### **4.0 Reference Documents**

See the lists below for documents which apply to this procurement. Contractors are encouraged to submit alternatives to any military standard or specification. The alternatives shall be evaluated to ensure they meet government requirements. If the contractor proposed alternative documents are acceptable, a modification will be issued to replace the existing listed military standards or specifications:

#### **4.1 Department of Defense Specifications, Standards and Policy**

- CARDEROCKDIVINST 5510.12
- OPNAVINST 5090.1D
- SECNAVINST 5239.20A
- SECNAV Manual 5239

#### **4.2 Other Government Documents**

- National Environmental Policy Act (NEPA) 32 CFR PART 775
- Naval Facilities Engineering Command (NAVFAC) P-307
- OSHA 29 CFR 1910 Safety and Health Standards
- OSHA 29 CFR 1915 Shipyards
- OSHA 29 CFR 1917 Marine Terminals
- OSHA 29 CFR 1918 Longshoring
- OSHA 29 CFR 1926.106 Working over or near water
- OPNAV 5239-14 – SAAR-N Revision 2.2 or latest
- COMDTINST M16672.2D U.S. Department of Homeland Security United States Cost Guard Navigation Rules, International-Inland (5/31/2008)

#### **5.0 Requirements**

The contractor shall provide personnel and services in support of SFOMF projects and operations. Tasking under this SOW primarily falls under Product Service Codes (PSC) R425 and AD24. Tasking shall be documented in a Contracting Officers Management Report (A001). All other deliverables, as prescribed in Section J, Exhibit A, will be specified in technical instructions as necessary to meet program requirements.

#### **5.1 Project Management Support - CDRLs (A001)(A002)**

The contractor shall provide project management support. The contractor shall assess and report on operational, technical, financial, compliance, and progress of work performed in support of SFOMF. The contractor shall prepare, organize, evaluate, review, and deliver project documentation during conduct of the technical tasking outlined in the SOW to include: plan of action and milestone charts, work breakdown structures, impact statements, and technical reports or studies (A002). The contractor shall also provide and deliver project schedules (A001) outlining plans and status on current and upcoming tasking. The contractor shall manage contract resources and adjust staffing levels according to varying workloads and SFOMF budget levels.

#### **5.2 Operations, Testing, and Trial Support**

The contractor shall provide managerial, engineering, technical, logistical, and administrative support for the successful execution of SFOMF directed projects, operations, and activities. The effort shall include the planning, preparation, and conduct of tests and trials for ships, submarines, autonomous systems, UxS; remote operated vehicles (ROV's), mine-hunting vehicles, littoral combat craft, aircraft, and other vehicles and craft in the SFOMF AOR. Specific test and trial support includes signature measurement systems support, tracking systems support, data acquisition systems support, data analysis systems support, navigation systems support, range safety systems support, and radio and communications systems support. The contractor shall provide support for at sea and underwater cable and equipment design, installation, recovery, and repair efforts. During submarine trials the contractor may be exposed to Naval Nuclear Propulsor Information (NNPI) data.

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### **5.3 Engineering and Technical Support**

The contractor shall design, specify, develop, machine, fabricate and/or install measurement sensors and systems, surface and subsurface tracking systems, data acquisition systems, data processing systems, data analysis systems, specialized shipboard and shore based software and equipment for testing and operations. Specific systems will involve electromagnetic and non-electromagnetic signature work including but not limited to: acoustic, electrical, fiber optic, radio frequency, radar, electronic, computer, magnetic, mechanical, hydraulic, and structural, platforms, and pressure vessels. Design and analysis will include but not be limited to two-dimensional and three-dimensional design, modeling, simulation of materials, cables, connectors, analysis of circuits, acoustic propagation and properties, electromagnetic propagation and properties, radio frequency interference, in addition to propagation and interference of other energetic sources.

### **5.4 Range Expansion**

The contractor shall provide support for the expansion of range capabilities. The contractor shall support the Government in identifying optimal locations for new measurement systems for future naval capabilities. The contractor shall operate geospatial intelligence systems using idealized criteria inputs provided by the government, including existing or new underwater cabling for power and data, seafloor bottom typing, seafloor slope, signal scattering and attenuation, endangered fish species habitats, endangered corals, and marine mammals. New measurement systems, including cabling and mounting infrastructure such as bottom mount or tethered shall be environmentally documented and permitted to include assessments, categorical exclusions, and impact statements.

The contractor shall design and build new shore side, offshore, and in water sensors and systems. New systems built at SFOMF require computer simulated design and analysis, with scale model testing for design and performance verification. New SFOMF customer systems for deployment at SFOMF or other facilities require suitability and integrity analysis for prevailing conditions and environmental limitations. Systems design shall be modelled, analyzed, and optimized for; stability, buoyancy, anchoring, mooring, bottom mount, mass damping, corrosion, marine growth and fouling, ocean wave mechanics, and the effects of hydrodynamic forces. Systems designs shall be modelled, analyzed, and optimized for stress, strain, fatigue, fracture, static and dynamic loading, heat and mass transfer, materials selection, and composites. System designs shall be modelled, analyzed, and optimized for circuit board and component layout, signal to noise ratio, signal attenuation, signal timing, transmission cable analysis, electrical isolation, thermal conduction, electrical and magnetic ambient or environmental noise, and system calibration. Systems shall include software development design, modeling, analysis, and optimization for speed, efficiency, robustness, fail safeties, recovery, and user interfaces for data acquisition, data processing, data storage, and data dissemination among analysts, engineers, technicians, and for interfacing with other systems.

### **5.5 Range Maintenance**

The contractor shall upgrade and refurbish existing shore side, offshore, and in water equipment. System upgrades and refurbishment shall include pressure washing; media blasting; de-scaling; removal of marine growth, fouling and corrosion. Underwater and in-water structures such as mooring systems, sensor bases, anti-scour gratings, and anchoring systems shall be inspected for defects, fatigue, fracture, corrosion and be repaired or replaced as required. Electrical components and connectors shall be inspected for defects; thermal, electrical, chemical, mechanical, and environmental breakdown; system noise; isolation; proper current, voltage, resistance, capacitance; and be cleaned, repaired or replaced as required. Offshore cabling and cabling connectors shall be routinely tested for environmental or ship traffic related damage. Cable testing techniques will include mega ohmmeters, oscilloscopes, and time domain reflectometers. Cable damage shall be repaired by cutting out damaged sections and replacing with new cabling via underwater repair to include mechanical stabilization, electrical, and optical splice connections, and water blocking.

### **5.6 Small Craft Operations**

SFOMF owns and operates several boats, autonomous vehicles, UxS, and ROV's. These craft are used as calibration sources for offshore sensors, as search and recovery for underwater systems, to assist with or control deployment of offshore systems, to inspect cables and systems for integrity and damage. SFOMF is expanding these capabilities to include scientific research, oceanographic surveys, and measuring the physical properties of seawater. Some of these craft are purchased as is, some are modified for our purpose, and some are custom made at SFOMF to meet very specific mission needs. The contractor shall operate, maintain, and modify existing craft. The contractor shall assemble new craft including modelling, analyzing, and optimizing the design to meet mission requirements including depth ratings and prevailing ocean current conditions. Craft assembly requires close tolerance computer numerically controlled (CNC) machining of materials capable of withstanding depths and pressures without fail. Craft assembly requires design and development of structures, hydraulics, and circuitry to control thrusters, lights, manipulators, cable and tether management, and sensors. Craft assembly requires the design of software to communicate with and control craft mission objectives through either operator interfaces or

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autonomous operation.

SFOMF boats require skilled operators that meet the United States Coast Guard (USCG) training, licensing, and certification for the size and type of boat used. SFOMF boats require routine maintenance for the hull, engines, steering, navigation, controls, lighting, electronic sensors and measurement equipment, dockage, trailering, fuelling, and storage. The contractor shall provide skilled operators, deck hands, and mates to safely operate and maintain SFOMF boats for offshore operations, testing, trials, and assist with the calibration of underwater sensors, range operations, and AUV/ROV operations.

### **5.7 Operational Readiness**

The contractor shall provide engineering and technical support for SFOMF daily operations and maintain equipment and system mission readiness to include routine industry standard inspection, testing, maintenance and repairs. Equipment removed from boats and ships shall be cleaned, lubricated, checked for damage, repaired as needed, and placed in storage. In addition, the contractor shall will be responsible for routine replacement of shipboard, shore-based, and offshore systems and equipment; surface and subsurface cables, equipment and sensors; surface and subsurface tracking systems; surface and subsurface network and communication devices. Additionally, the contractor shall provide engineering and technical support for SFOMF daily operations, maintain equipment and system mission readiness additionally with the following: Surface and subsurface vehicles, load bearing structures, platforms, winches, cable reels, rigging, weight handling equipment, laboratories and equipment shelters. The contractor shall provide technical support for unique metalwork and materials to include precision cutting, precision welding, high tolerance machining, fabrication, mechanical and electronics assembly, integration, and installation. Technical support shall include maintenance and operation of SFOMF boats, AUV's, ROV's, and any other vehicles or craft acquired before or during the performance of the contract.

### **5.8 Mobilization and Demobilization**

Technical support shall include ship mobilization (Mob) and demobilization (Demob) efforts to prepare SFOMF boats, SFOMF leased workboats, research vessels, survey vessels, and other craft for offshore work including deploying or recovering offshore or seafloor objects including minefields, underwater tracking systems, underwater communication systems, underwater cabling, underwater sensors, and salvage efforts. Mob and Demob requires preparing ship decks for receiving and securely mounting heavy equipment including A-Frames, winches, generators, hydraulic power packs, track poles, AUV's, and ROV's. Ship deck preparations include removing wood planking or protective plating; and installing and welding deck sockets, stanchion sockets, corner castings, lashing points, and bail bars for use with chain bindings and tie down straps.

SFOMF equipment and SFOMF leased or rented equipment shall be moved from the warehouse, truck, or open storage area to the dockside area in preparation for lifting onboard the ship. Use of SFOMF Weight Handling Equipment (WHE) including forklifts and certified rigging gear is required to move equipment from storage to staging areas safely. Use of SFOMF leased or rented WHE including cranes and certified rigging gear is required to move large, heavy objects from staging area to the ship deck. Cranes and rigging will range in capacity and performance to account for lifting points; load bars; spreader bars; cumulative weight of hook, load, and rigging; distance from staging area; distance from crane; and distance to placement location on the ship, to fall within the crane load chart. SFOMF systems shall be interfaced with ships systems to include ships power distribution, and freshwater and seawater cooling systems.

Demobilization efforts include all the operations of mobilization, performed to remove all SFOMF and SFOMF leased or rented equipment from ship to shore, cleaned of salt, grease, oil, dirt or contamination; inspected; repaired; and placed in storage. Additionally, the ship shall be restored to its original condition to include replacing deck planking or deck plates, smoothing any weld points, and repainting as required.

### **5.9 Logistics Support, Material Handling, and Weight Handling**

The contractor shall provide support for equipment and material shipping, receiving, and storage in an outdoor, shore side, and warehouse environment. Support shall include managing the storage and shipping processes. The contractor shall support small item shipping and receiving for Fed-Ex, UPS, United States Postal Service mail, classified mail, and official correspondence. The contractor shall also support crating, palletizing, strapping, chain binding, or rigging heavy equipment for movement by pallet jack, forklift, crane, or truck. Contractors working with, near, or under suspended loads shall be trained and certified, and wear personal protective equipment (PPE), as per Occupational Safety and Health Administration (OSHA) regulations.

Contractor personnel working with WHE shall be able to assemble rigging to lift or move equipment, material, and vehicles, shall have the ability to select cables, slings, line, pulleys, blocks, sheaves, and winches according to

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the weight and size of the load, shall have the ability to attach pulleys and blocks to overhead structures such as beams, ceilings, and booms with bolts and clamps using hand tools or power tools. The contractor shall have the ability to attach loads with grappling devices, loops, wire, slings, line, chain, and hooks to cranes and other lifting equipment. The contractor shall have the ability to give directions to bridge, operator, or hoisting engineer by hand signals, loud speaker, or telephone as required, ensuring the safety of workers and material. The contractor shall have the ability to splice line and wire rope to make or repair slings and tackle. Contractor personnel working with WHE shall be compliant with NAVFAC P-307 specifications and policy.

#### **5.10 Cyber Security Workforce, Information Technology Support**

The contractor shall provide support for Network Connected, Closed Network Enclave, and Standalone computing systems. Support shall include development, review, and analysis of Certification and Accreditation (C&A) documentation, and Assessment and Authorization (A&A) documentation within a Risk Management Framework (RMF). The contractor shall perform vulnerability scanning and remediation. The contractor shall perform System Administration duties such as management of accounts, network, user rights assignment, and access controls. The contractor shall perform annual cost estimates for C&A, A&A, system upgrades, system replacement, and system repairs. The contractor shall perform IT support duties such as troubleshooting, repair, applying security patches, and performing upgrades for hardware, software applications, operating systems, and networks for both fiber optic and copper data lines.

#### **5.11 Cyber Security Certification and Training**

Contractor personnel performing cybersecurity workforce and information technology functions shall meet the qualifications, training certifications, and continuous learning requirements in accordance with Secretary of the Navy (SECNAV) Instruction (SECNAVINST) 5239.20A, and SECNAV Manual 5239.2.

#### **5.12 Media Transfer Agent**

Perform the duties of a Media Transfer Agent (MTA) for transfer of classified data to removable media. Accordingly, ensure personnel performing duties involving transferring of classified data to removable media have the proper training and approval to perform MTA functions in accordance with NSWCCD Instruction (CARDEROCKDIVINST) 5510.12. MTAs shall have the appropriate security clearance in accordance with the DD Form 254.

#### **5.13 Environmental Support**

The contractor shall provide environmental support for local, state, and federal mandated environmental compliance programs, permits, and policy. The contractor shall conduct studies and generate documentation for surveys, environmental assessments, impact statements, mitigation efforts, and categorical exclusions (A002). The contractor shall provide support for the National Environmental Policy Act, 32 CFR Part 775; Department of the Navy Policy for Implementing the National Environmental Policy Act and OPNAVINST 5090.1B, Environmental and Natural Resources Program.

#### **5.14 Administrative Support**

The contractor shall provide administrative support for documentation, reports, spreadsheet data entry, and graphs for brief preparation, budget analysis, database entry, and clerical logistics to maintain program metrics supporting program management.

### **5.15 Program Management**

#### **5.15.1 General Support**

The contractor shall maintain a management structure and management reporting system that ensure proper timely performance, delivery, and completion of all contract requirements. The contractor shall appoint a Program Manager to act as the focal point for all communications between the contractor and the Government. The Program Manager shall have overall responsibility for accomplishing the efforts under each technical instruction, which may include standard, urgent, or complex tasking or other support situations in the fulfillment of the Government's needs.

The contractor shall manage tasks to meet cost, schedule, and performance of each technical instruction. The contractor shall provide scheduling, tracking, reviewing, and estimating of projects assigned. The contractor shall manage and provide material, facilities, personnel, and services for projects assigned. The contractor shall report any discrepancies or conflicts to the COR for resolution.

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The contractor shall submit the Contracting Officers Management Report, which will be applicable to all tasking across the SOW (A001).

### **5.15.2 Program Management Review (PMR)**

#### **5.15.2.1 Contract Start-up Meeting**

The contractor shall participate in a Post-Award Conference (PAC) within 15 days after contract award. The PAC shall be held at SFOMF at a specific time and date to be coordinated with the COR. The purpose of the PAC is for the contractor to review and demonstrate to the Government its management procedures, progress assessments, technical and other specialty area status, and establishment of schedule dates for near term critical meetings/actions.

#### **5.15.2.2 Quarterly PMR Meetings**

The contractor shall conduct quarterly PMRs. Specific time, date, and location and means (e.g. teleconference) shall be coordinated with the COR. The following topics shall be addressed at each PMR:

- Pertinent technical, schedule, and cost aspects of each authorized technical effort under this contract, including an overview of the work to be accomplished in the next quarter;
- Current and anticipated technical and implementation problems; and
- Substantiation of assumptions made and methodologies used in arriving at recommendations or conclusions.

The Government reserves the right to cancel any review or to require any review to be scheduled at critical points during the period of performance. Action item documentation, assignment of responsibility for completion, and due dates shall be determined prior to adjournment of all meetings.

### **6.0 Government Furnished Information (GFI)**

GFI may include technical documents, drawings, and electronic media files or data. GFI shall be handled in accordance with its classification markings. Copies of all physical and electronic GFI shall be returned to the Government at the completion of the associated work or at the end of the task order. All GFI is the property of the US Government and shall not be transferred to any individual or agency, public or private, without the express written approval of the Contracting Officer except as required for the specific performance of work under this task order.

### **7.0 Work Environment**

The work environment in South Florida involves the everyday risks and discomforts of a tropical, pier side, shipboard, and marine environment. Some work environments include concrete floors, open/outdoor work areas, confined spaces, open water, suspended loads, and shipboard work. Physical demands include lifting of items weighing 70 pounds or more; moving or pushing objects; bending; standing; climbing; driving boats; operating forklifts; operating electrical, motor driven and hydraulic machinery. Expect all types of inclement and destructive weather during the performance of this contract.

People working in hot and humid indoor environments with limited air movement are at risk of heat related illness, especially if wearing non-breathable protective clothing and equipment. People working outdoors in high air temperatures, direct sun, near radiant heat sources, in direct physical contact with hot materials, and performing strenuous physical activity, have a high potential for heat related illness such as heat rash, heat cramps, heat exhaustion, and heat stroke. The contractor shall provide onsite contract employees with PPE suitable for the weather conditions, tropical environment, open water, and any other hazards while working at SFOMF. Onsite contract employees shall comply with the following safety standards:

- OSHA 29 CFR 1910 Safety and Health Standards
- OSHA 29 CFR 1915 Shipyards
- OSHA 29 CFR 1917 Marine Terminals
- OSHA 29 CFR 1918 Longshoring
- OSHA 29 CFR 1926.106 Working over or near water

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## **8.0 Place of Performance and Travel**

The primary place of performance will be at the South Florida Ocean Measurement Facility, located at the following two addresses:

### **Operations Site:**

Naval Surface Warfare Center - Carderock Division Fort Lauderdale Detachment, Code 7540  
8010 N. Ocean Drive  
Dania Beach, Florida, 33004-3033

### **Administrative and Engineering Office:**

Naval Surface Warfare Center - Carderock Division Fort Lauderdale Detachment, Code 7540  
91 N. Beach Road  
Dania Beach, Florida, 33004-3035

In support of SFOMF's mission, the contractor may be required to travel to sites throughout the continental (CONUS) and to sites outside of the continental US (OCONUS). Travel locations include:

- NSWC Carderock Division, West Bethesda, MD
- Naval Submarine Base, Kings Bay, GA
- NSWC Acoustic Trials Detachment, Cape Canaveral, FL
- NUWC West Palm Beach, FL
- NUWC Andros Island, Bahamas
- Naval Station, Norfolk, VA

All travel under this task order shall be requested of and authorized by the COR, in writing to include electronic mail, 15 days prior to the date of travel and shall include the appropriate TI; the number of persons traveling; the number of days for the trip; the reason for the travel; and any anticipated high or unusual costs. The contractor shall not travel unless funding is available under the appropriate CLIN to support the travel. Only a warranted Contracting Officer can obligate additional funding to the contract.

When access to a Government facility, detachment, ship, shipyard, aircraft, or military installation is required, submit a request(s) for need-to-know certification to the COR for action.

Travel costs shall adhere to HQ B-2-0020 of Section B.

## **9.0 Security Requirement**

Security requirements shall be as stated in the DD Form 254 provided in Section J. Contractor personnel shall be U.S. citizens holding at least a current secret clearance.

## **10.0 Portable Electronic Devices (PEDs)**

The contractor personnel shall be in compliance with CARDEROCKDIVINST 5239.6, Use of Portable Electronic Devices dated 7 April 2017 (or most current version).

## **11.0 Contractor Personnel Identification**

In the performance of this contract, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and formal and informal written correspondence. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

## **12.0 Control of Contractor Personnel**

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

### **13.0 Skills and Training**

In performance of this contract, contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by federal, state, and local laws and regulations. The contractor shall provide necessary training to its personnel to ensure that personnel performing under this task order maintain the knowledge and skills to successfully perform the required functions is the responsibility of the contractor. Training necessary to maintain professional certification is also the responsibility of the contractor.

### **14.0 Information Security and Computer System Usage**

In accordance with U.S. Navy policy, any personnel, including the Contractor, who utilizes DoD-owned systems, shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the Contractor, are accountable and must act accordingly. DoD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DoD system may be monitored. Use of a DoD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal, or adverse action.

### **15.0 Electronic Spillages**

Electronic spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc.). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of the Government and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the Contractor's performance rating. In the event that a Contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the Contractor. NSWCCD command security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DoD Contract Security Classification Specification (DD-254). Command security will identify the Contractor facility and contract number associated with all electronic spillages during the investigation that involve Contractor support. Command security will notify the contracts division with the Contractor facility name and contract number, incident specifics and associated costs for cleanup. The PCO will be responsible to work with the Contractor facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

### **16.0 Non-Personal Services/Inherently Governmental Functions**

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

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Inherently-Governmental functions are not within the scope of this contract. Decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government. The Contractor may be required to attend technical meetings for the Government; however, it is not, under any circumstances, authorized to represent the Government or give the appearance that it is doing so.

### **17.0 Enterprise-wide Contractor Manpower Reporting Application (eCMRA)**

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

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

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

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

### **18.0 eCRAFT**

(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 Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) 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 Funds 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 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 eCRAFT e-mail address for report submission is: [REDACTED] 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 iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.



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## **19.0 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS**

Ensure all employees who have a NSWCCD badge turn in the badge immediately upon termination of their employment or their performance under this task order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. NSWCCD Security shall be notified of all changes in contractor personnel requiring NSWCCD base access.

For involuntarily separated personnel and those separated under adverse circumstances, notify NSWCCD Security in advance of the date, time, and location where the NSWCCD representative may retrieve the NSWCCD badge prior to the employee departing the Contractor's facility. In the event the employee is separated in his or her absence, notify NSWCCD Security of the separation and make arrangements with NSWCCD Security for the return of the badge.

## **20.0 TRANSITION PLAN**

The Offeror shall describe the transition process in detail including all steps the Offeror intends to take in order to assume responsibility from the incumbent Contractor, if applicable, within 30 days after Task Order award. Offeror shall address how personnel are properly trained and skilled and have adequate security clearances; and how the Offeror will assume responsibility for support of current programs without discontinuity of work flow or loss of integrity of the programs' current operation. The Offeror shall demonstrate its ability to meet the facility clearance requirement and safeguarding capability requirement identified in the DD254. If the Offeror does not currently possess the required facility clearance, the Offeror shall demonstrate its completion of the preparatory steps necessary to be granted the facility clearance by Task Order award in accordance with provision HQ L-2-0003, FACILITY SECURITY CLEARANCE. The Offeror shall provide a plan for hiring personnel after Task Order award. The proposed plan should include a schedule for hiring ramp up and a timeframe of when staffing actions will be completed and any risk mitigation strategies. Staffing actions shall be completed no later than 30 days after Task Order award. The plan shall include, but not be limited to, start date, end date, and detailed Plan of Action & Milestones (POA&M) with measurable elements. The Transition Plan shall be consistent with the Offeror's Technical Approach and Cost/Price proposal.

### **HQ C-1-0001 ITEMS A001 and A002 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements Lists, DD Forms 1423-1, listed in Section J and attached hereto.

(End of Text)

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

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

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

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

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

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

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

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

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

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

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

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

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

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

#### **HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)**

(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 Final Proposal Revision dated 1 November 2018 in response to Solicitation No. N0016718R3000.

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

(End of Text)

#### **HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

(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 and/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) (1) 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 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) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in

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disclosure to any party outside the Government 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.

(3) 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 (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) 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.

(f) 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.

(g) Notwithstanding paragraph (f) 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.

(h) 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.

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

(j) 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.

(k) 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.

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(l) 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.

(m) 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.

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

#### **COMMON ACCESS CARD (CAC)/PUBLIC KEY INFRASTRUCTURE (PKI)**

Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)).

Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Rev 9/2011) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The contractor shall submit SAAR-N forms to the COR via the contractor's Facility Security Officer (FSO). For those contractors that do not have an FSO, SAAR-N forms shall be submitted directly to the COR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor.

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



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## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

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

Applicable to all Labor item(s) 7001, 7100, 7200, 7300 and 7400, if exercised. Inspection and acceptance shall be performed by the Government at destination by the Contracting Officer's Representative (COR) or a designated representative of the Government.

52.246-3 INSPECTION OF SUPPLIES – COST- REIMBURSEMENT (MAY 2001)

52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)

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**SECTION F DELIVERABLES OR PERFORMANCE**

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

7000	2/5/2019 - 2/4/2020
7001AA	2/5/2019 - 2/4/2020
7001AB	2/5/2019 - 2/4/2020
9000	2/5/2019 - 2/4/2020
9001AA	2/5/2019 - 2/4/2020
9001AB	2/5/2019 - 2/4/2020

CLIN - DELIVERIES OR PERFORMANCE

**52.211-8 TIME OF DELIVERY (JUN 1997)**

(a) The Government requires delivery to be made according to the following schedule:

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF TO
7001 & 9001	ALL	See Section F
7100 & 9100	ALL	12 MONTHS AFTER THE START DATE OF THE OPTION 1 EXERCISE MODIFICATION ASSUMING INCREMENTAL FUNDING IS PROVIDED
7200 & 9200	ALL	12 MONTHS AFTER THE START DATE OF THE OPTION 2 EXERCISE MODIFICATION ASSUMING INCREMENTAL FUNDING IS PROVIDED
7300 & 9300	ALL	12 MONTHS AFTER THE START DATE OF THE OPTION 3 EXERCISE MODIFICATION ASSUMING INCREMENTAL FUNDING IS PROVIDED
7400 & 9400	ALL	12 MONTHS AFTER THE START DATE OF THE OPTION 4 EXERCISE MODIFICATION ASSUMING INCREMENTAL FUNDING IS PROVIDED

CLIN DELIVERIES OR PERFORMANCE



Naval Surface Warfare Center, Carderock Division

South Florida Ocean Measurement Facility (SFOMF)

91 North Beach Rd.

Dania Beach, FL 33004-3035



(End of clause)



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## SECTION G CONTRACT ADMINISTRATION DATA

### Contracting Officer Representative (COR)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### Ombudsman Description

The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCCD 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. Complaints to the NSWCCD Ombudsman must be forwarded to:

[REDACTED]

[REDACTED]

[REDACTED]

### EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

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determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

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

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

**Cost Voucher**

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

**Destination/Destination**

(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
[REDACTED]	
[REDACTED]	
[REDACTED]	

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(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.

[REDACTED]

(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:

[REDACTED]

[REDACTED]

(End of clause)

**HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)**

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

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

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(End of Clause)

PGI 204.7108 Payment instructions

(b)(2)

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office 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; 52.232-4, Payments under Transportation Contracts and Transportation- Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	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 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 Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	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).
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	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner



**SECTION H SPECIAL CONTRACT REQUIREMENTS**

**5252.232-9104 ALLOTMENT OF FUNDS – ALTERNATE I (JAN 2008)**

(a) This contract is incrementally funded with respect to both cost and fee. The Amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE"(FAR 52.216-8). Award fee amount is subject to the requirements delineated in. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:


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

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

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

(End of Text)

**NAVSEA 5252.237-9106 - SUBSTITUTION OF PERSONNEL (SEP 1990)**

(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.

(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; and (3) 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.

(End of Text)

**5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)**

(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,



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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.

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 164,400 total labor hours of direct labor (assuming the Option Years are exercised), including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed

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level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) 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.

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

**5252.227-9100 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION (APR 2015)**

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be

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developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plans of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. Appropriate safeguards must be proposed by the Contractor and approved by the Contracting Officer for Security for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the Contracting Officer for Security.

(b) The Contracting Officer for Security shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.

(c) In the event that a court or administrative order makes immediate review by the Contracting Officer for security impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(d) The Contracting Agency reserves the right to audit Contractor facilities for compliance with the above restrictions.

(e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 09P3).

**5252.227-9101 TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (APR 2015)**

(a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.

(b) Equipment and technical data defined as Naval Nuclear Propulsion information (NNPI) under OPNAVINST N9210.3 of 7 June 2010 shall not be disclosed to foreign nationals.

(c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.

(d) As used in this requirement, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;

(2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;

(3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component

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parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

(e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

**5252.227-9114 UNLIMITED RIGHTS IN TECHNICAL DATA-NUCLEAR PROPULSION PLANT SYSTEMS (NOV 1996)**

(a) Pursuant to subparagraph (b)(1) of the clauses entitled "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" (DFARS 252.227-7013) and "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), it is agreed that all technical data pertaining to nuclear propulsion plant systems under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08), which is specified to be delivered pursuant to this contract, shall be delivered with unlimited rights, provided, however, that nothing in the clause shall be deemed to require any subcontractor of any tier under this contract to deliver or furnish with unlimited rights any technical data which he is entitled to deliver with other than unlimited rights pursuant to said "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" or "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" clauses.

(b) It is further agreed that promptly after delivery of the vessel, or after any termination of all work under this contract, the Contractor shall submit a letter report to the Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08) listing and providing a brief description of all items of technical data pertaining to the reactor plant(s) of the vessel(s) developed or prepared under this contract which were not specified to be delivered pursuant to this contract. The Contractor shall furnish in the Contractor's format and at the cost of reproduction, with unlimited rights, copies of items of technical data so reported or which should have been reported, as the Government may require in writing from time to time and at any time. However, nothing in this requirement shall require the Contractor to retain any item of such technical data beyond the period provided for in this contract, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.

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## SECTION I CONTRACT CLAUSES

52.202-1 – Definitions (NOV 2013)

52.203-3 – Gratuities (APR 1984)

52.203-5 -- Covenant Against Contingent Fees (MAY 2014)

52.203-6 -- Restrictions on Subcontractor Sales to the Government (SEP 2006)

52.203-7 -- Anti-Kickback Procedures (MAY 2014)

52.203-8 -- Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)

52.203-10 -- Price or Fee Adjustment for Illegal or Improper Activity (May 2014)

52.203-12 -- Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)

52.203-17 – Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)

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

52.204-4 -- Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)

52.204-7 -- System for Award Management (OCT 2018)

52.204-10 – Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018)

52.204-13 – System for Award Management Maintenance (OCT 2018)

52.204-19 -- Incorporation by Reference of Representations and Certifications (Dec 2014)

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

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

52.209-6 -- Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

52.209-9 -- Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

52.209-10 -- Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)

52.215-2 -- Audit and Records -- Negotiation (Oct 2010)

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

52.215-15 -- Pension Adjustments and Asset Reversions (Oct 2010)

52.215-18 -- Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)

52.215-19 -- Notification of Ownership Changes (Oct 1997)

52.215-23 -- Limitations on Pass-Through Charges (Oct 2009)

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52.216-7 -- Allowable Cost and Payment (Aug 2018)

52.222-3 -- Convict Labor (June 2003)

52.222-4 -- Contract Work Hours and Safety Standards -- Overtime Compensation. (May 2018)

52.222-19 -- Child Labor—Cooperation With Authorities and Remedies (Jan 2018)

52.222-20 -- Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (May 2014)

52.222-21 -- Prohibition of Segregated Facilities (Apr 2015)

52.222-26 -- Equal Opportunity (Sep 2016)

52.222-35 -- Equal Opportunity for Veterans (Oct 2015)

52.222-36 -- Equal Opportunity for Workers With Disabilities (Jul 2014)

52.222-37 -- Employment Reports on Veterans (Feb 2016)

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

52.222-41 -- Service Contract Labor Standards (Aug 2018)

52.222-54 -- Employment Eligibility Verification (Oct 2015)

52.222-55 -- Minimum Wages Under Executive Order 13658 (Dec 2015)

52.223-6 -- Drug-Free Workplace (May 2001)

52.223-18 -- Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)

52.224-3 -- Privacy Training (JAN 2017)

52.225-13 -- Restriction on Certain Foreign Purchases (Jun 2008)

52.227-1 -- Authorization and Consent (Dec 2007)

52.227-2 -- Notice and Assistance Regarding Patent and Copyright Infringement (Dec. 2007)

52.227-14 -- Rights in Data -- General (May 2014)

52.232-20 -- Limitation of Cost (Apr 1984)

52.232-22 -- Limitation of Funds (Apr 1984)

52.232-23 -- Assignment of Claims (May 2014)

52.232-25 -- Prompt Payment (Jan 2017)

52.232-33 -- Payment by Electronic Funds Transfer-- System for Award Management (Oct 2018)

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

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

52.233-1 -- Disputes (May 2014)

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- 52.233-3 -- Protest after Award (Aug. 1996)
- 52.233-4 -- Applicable Law For Breach Of Contract Claim (OCT 2004)
- 52.242-3 -- Penalties for Unallowable Costs (May 2014)
- 52.242-4 -- Certification of Final Indirect Costs (Jan 1997)
- 52.242-5 -- Payments to Small Business Subcontractors (Jan 2017)
- 52.242-13 -- Bankruptcy (Jul 1995)
- 52.243-2 -- Changes -- Cost-Reimbursement (Aug 1987)
- 52.244-5 -- Competition in Subcontracting (Dec 1996)
- 52.245-1 -- Government Property (Jan 2017)
- 52.246-23 -- Limitation of Liability (Feb 1997)
- 52.247-63 -- Preference for U.S.-Flag Air Carriers (June 2003)
- 52.249-6 -- Termination (Cost-Reimbursement) (May 2004)
- 52.249-14 --Excusable Delays (Apr 1984)
- 252.203-7000 -- REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)
- 252.203-7002 -- REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- 252.203-7003 -- AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)
- 252.203-7004 -- DISPLAY OF HOTLINE POSTERS (OCT 2016)
- 252.204-7008 -- COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)
- 252.209-7004 -- SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015)
- 252.211-7007 -- REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
- 252.215-7002 -- COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)
- 252.215-7009 -- PROPOSAL ADEQUACY CHECKLIST (JAN 2014)
- 252.223-7004 -- DRUG-FREE WORK FORCE (SEP 1988)
- 252.223-7006 -- PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS --BASIC (SEP 2014)
- 252.223-7008 -- PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)
- 252.226-7001 -- UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
- 252.225-7008 -- RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)

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252.242-7005 -- CONTRACTOR BUSINESS SYSTEMS (FEB 2012)

252.242-7006 -- ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)

252.245-7001 -- TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)

252.245-7002 -- REPORTING LOSS OF GOVERNMENT PROPERTY (DEC 2017)

252.245-7003 -- CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

252.245-7004 -- REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)

252.247-7023 -- TRANSPORTATION OF SUPPLIES BY SEA—BASIC (APR 2014)

52.227-3 Patent Indemnity (Apr 1984)

52.227-11 Patent Rights - Ownership by the Contractor (Dec 2007)

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

52.237-3 - Continuity of Services (Jan 1991)

52.244-6 Subcontracts for Commercial Items (Feb 2016)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (Dec 2015)

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Dec 2015)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)

252.227-7020 Rights in Special Works (June 1995)

252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 1988)

252.227-7039 Patents - Reporting of Subject Inventions (Apr 1990)

The following clauses are incorporated by full-text:

**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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Items Latest Option Exercise Date

7100, 9100 No later than 12 months after the task order period of performance start date.

7200, 9200 No later than 24 months after the task order period of performance start date.

7300, 9300 No later than 36 months after the task order period of performance start date.

7400, 9400 No later than 48 months after the task order period of performance start date.



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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed sixty (60) months, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT-ALTERNATE 1", (NAVSEA 5252.216-9122), if the total man hours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of man hours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of Clause)

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

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

(b) *Applicability.* This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).\*

(c) *General.*

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

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

(End of Clause)

#### **52.219-14 - LIMITATIONS ON SUBCONTRACTING (JAN 2017)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to--

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and
- (3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

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(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

## **52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

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(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it    is,    is not a small business concern under NAICS Code **541330** assigned to contract number **\*\*TO BE COMPLETED BY OFFEROR\*\***

**[Contractor to sign and date and insert authorized signer's name and title].**

(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 1.5 time or the overtime premium is paid for work --

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

"Covered defense information" means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

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

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for

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investigative purposes in a manner that maintains the integrity of the data.

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

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

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

"Rapid(ly) report(ing)" means within 72 hours of discovery of any cyber incident.

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

(b) *Adequate security*. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

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

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

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to

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provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

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

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

(ii) Rapidly report cyber incidents to DoD at [REDACTED]

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at [REDACTED]

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

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

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

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

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

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

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

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

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- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
- (j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) *Subcontracts.* The Contractor shall—
- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and
- (2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at [REDACTED] and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.
- (End of clause)

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

- (a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—
- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
- (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.
- (b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.
- (c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information

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systems for the purpose of performing information assurance functions.

(End of clause)

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

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

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

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

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

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

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [\(252.204-7014\)](#) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

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

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

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

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds; (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

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

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

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

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

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

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

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

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

(2) *Government purpose rights.*

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

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

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

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

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

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [27.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

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

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

(3) *Limited rights.*

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

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

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

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

(4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government

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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—

Table

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

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

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

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

Expiration Date \_\_\_\_\_

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

(End of legend)

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

LIMITED RIGHTS

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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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.

(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

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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 nongovernmental purposes which--

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

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

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

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

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

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

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

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

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

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

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



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(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), (vi), and (vii) of this clause;

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

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

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

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

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

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

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

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

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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 there under 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 development with mixed funding.

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

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

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

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

(3) Restricted rights.

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

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expense.

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

(iii) The Contractor acknowledges that--

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

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

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

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

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

(4) Specifically negotiated license rights.

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

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

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

(i) The parties have agreed otherwise; or

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

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

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legends.

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

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

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

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

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

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

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

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

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

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

Technical Data			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
<u>with Restrictions*</u>	<u>Assertion**</u>	<u>Category***</u>	<u>Restrictions****</u>
(List)	(List)	(List)	(List)

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

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted 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 \_\_\_\_\_

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Contractor Address \_\_\_\_\_

Expiration Date \_\_\_\_\_

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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(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 Clause)

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A: CDRLs A001 and A002

Attachment 1: DD Form 254

Attachment 2: Key Personnel Qualifications Rev. 1

Attachment 3: Wage Determination No. 2015-4535 Rev. No. 11, dated 26 December 2018

Attachment 4: COR Appointment letter