

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
02

3. EFFECTIVE DATE
09-Jul-2017

4. REQUISITION/PURCHASE REQ. NO.
1300387877-0003

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

6. ISSUED BY CODE

N00421

7. ADMINISTERED BY (If other than Item 6)

CODE

S2101A

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
PATRICIA.WAGNER1@NAVY.MIL 301-757-5456

DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-3375

SCD: C

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

Spalding Consulting, Inc.
46655 Expedition Drive, Suite 200
Lexington Park MD 20653-2115

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7929-M802

10B. DATED (SEE ITEM 13)

09-Jul-2015

CAGE CODE 1SMG1

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority) FAR 43.103(a); FAR 52.217-9

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

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

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)

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 exercise Option II, CLINS 7200, 7201, and 9200. Additionally clause 5252.243-9504 is revised to add Lydia Munley as Contracting Officer. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
720001	WCF	[REDACTED]	[REDACTED]	[REDACTED]
920001	WCF	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7200	[REDACTED]	[REDACTED]	[REDACTED]
9200	[REDACTED]	[REDACTED]	[REDACTED]

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 1 of 51	DRAFT
----------------------------------	---	----------------------------------	-----------------	-------

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	R710	Management Information System (MIS) Team Support Services. (WCF)	1.0	LO			

For Cost Type / NSP Items

7001		Technical Data in support of CLIN 7000.				1.0	LO	NSP
------	--	---	--	--	--	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R710	Management Information Systems (MIS) Support Team Services. (WCF)	1.0	LO			
710001	R710	Funding in support of CLIN 7100 (WCF)					

For Cost Type / NSP Items

7101		Technical Data in support of CLIN 7100. Option.				1.0	LO	NSP
------	--	---	--	--	--	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R710	Management Information Systems (MIS) Support Team Services. (WCF)	1.0	LO			
720001	R710	Funding in Support of CLIN 7200 (WCF)					

For Cost Type / NSP Items

7201		Technical Data in support of CLIN 7200. Option.				1.0	LO	NSP
------	--	---	--	--	--	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R710	Management Information Systems (MIS) Support Team Services. (WCF) Option	1.0	LO			

For Cost Type / NSP Items

7301		Technical Data in support of CLIN 7300. Option.				1.0	LO	NSP
------	--	---	--	--	--	-----	----	-----

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 2 of 51	DRAFT
----------------------------------	---	----------------------------------	-----------------	-------

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R710	Management Information Systems (MIS) Support Team Services. (WCF)	1.0	LO			
		Option					

For Cost Type / NSP Items

7401		Technical Data in support of CLIN 7400. Option.				1.0	LO	NSP
------	--	---	--	--	--	-----	----	-----

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R710	ODCs in support of CLIN 7000. (WCF)	1.0	LO	
9100	R710	ODCs in support of CLIN 7100. (WCF)	1.0	LO	
910001	R710	Funding in support of CLIN 9100 (WCF)			
9200	R710	ODCs in support of CLIN 7200. (WCF)	1.0	LO	
920001	R710	Funding in Support of CLIN 9200 (WCF)			
9300	R710	ODCs in support of CLIN 7300. (WCF)	1.0	LO	
		Option			
9400	R710	ODCs in support of CLIN 7400. (WCF)	1.0	LO	
		Option			

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 3 of 51	DRAFT
----------------------------------	---	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Item 7000 and Option Items 7100, 7200, 7300, and 7400 - The Contractor shall provide SERVICES in accordance with Section C - Statement of Work (SOW) below.

Item 9000 and Option Items 9100, 9200, 9300, and 9400 - The Contractor shall provide ODCs in support of CLINs 7000, 7100, 7200, 7300, and 7400 in accordance with the SOW below.

Item 7001 and Option Items 7101, 7201, 7301, and 7401 - The Contractor shall provide DATA as specified in Exhibit A- Contract Data Requirements List for CDRLs A001-A002 as required in the SOW below.

STATEMENT OF WORK

NAWCAD COMPTROLLER DEPARTMENT, FINANCIAL SYSTEMS DEPARTMENT
MANAGEMENT INFORMATION SYSTEMS (MIS) TEAM SUPPORT SERVICES

1.0 INTRODUCTION

1.1 This task statement is to procure technical, administrative, and financial support for the Comptroller Department, Financial Systems, Management Information Systems (MIS) Team. Tasking covers business and financial systems reporting services and products that will improve performance, quality, timeliness and efficiency throughout the organization. This support encompasses financial reporting and the use of information technology to enhance business efficiency and productivity. Specifically, the Data Warehouse Projects, especially the design and testing of specialized reports and report validation and legacy system applications, are included.

2.0 SCOPE

2.1 The contractor shall provide specialized analytical support in meeting financial systems requirements and assessing the financial systems relative to data integrity and corporate and user reporting requirements. Efforts associated with the Navy ERP, Total Force Readiness (TFR), and the Data and Business Warehouse Projects, especially the design and testing of reports and report validation and legacy system applications, are included.

2.2 Tasking shall include providing technical support in meeting financial systems requirements and assessing the financial systems relative to analyzing and distribution of financial information across the NAWC from the Navy ERP and Business and Data Warehouse systems.

3.0 RESERVED

4.0 TECHNICAL REQUIREMENTS

4.1 Data Warehouse/Financial/Total Force Systems Support. The contractor shall provide data warehouse support to NAVAIR relative to financial systems reporting and total force

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 4 of 51	DRAFT
----------------------------------	---	----------------------------------	-----------------	-------

reporting.

4.1.1 The contractor shall perform analyses of NAVAIR information systems and provide input for a data warehouse design that will meet the requirements for business reporting, data calls, and other business data requests, including but not limited to, Base Realignment and Closure (BRAC), Program Objective Memorandum/Program Review (POM/PR), etc.

4.1.2 The contractor shall perform design, development and implementation tasks, such as the requirements analysis and initiation of software change requests (SCR), analysis of database table design, data storage estimation, data extraction, data analysis, testing, and system documentation.

4.1.3 The contractor shall support all NAVAIR legacy, Central Design Agency (CDA), Navy Enterprise Resource Planning (NERP), and data warehouse business, financial and total force systems/subsystems. The contractor shall perform tasking to incorporate new requirements or changes to business practices or processes that will affect/impact how the NAVAIR workforce does business and how systems/subsystems process data. The contractor shall provide support for requirements analysis, managing, interfacing, testing, training, implementing, and maintaining various business, finance and total force legacy, Central Design Agency (CDA), ERP, and stand-alone systems/subsystems.

4.2 Navy ERP Business Warehouse Support. The contractor shall support the requirements definition and functional testing efforts related to planning and financial reports using the Business Warehouse reporting tool. The support shall include designing reports that meet the functional needs of the user community and participating in the user acceptance testing and validation of the reports.

4.3 Data Warehouse Support. The contractor shall provide technical analyses and functional support of the Data Warehouse Project through all phases of requirements development, testing and maintenance. The contractor shall collect information from a variety of source systems or files (e.g. Navy ERP, Defense Civilian Personnel Data System (DCPDS), Total Force Manpower Management System (TFMMS), Navy Manpower Planning and Budgeting System (NMPBS), etc.) as well as the various legacy transactional systems and spreadsheets for data mapping, integration and loading. The contractor shall review and research data warehouse table discrepancies. The contractor shall prepare end user test plans to support User Acceptance Testing, conduct functional testing and perform system validation. The contractor shall provide updates and corrections to the data mapping and validate/test the data warehouse reports. The contractor shall provide functional support for the restructuring or redesigning of existing data which will result in improved reporting capability. The contractor shall also support live systems, currently housed in the data warehouse, as well as any that are planned to be included in the warehouse.

4.3.1 The contractor shall perform information technology/management information studies on business, financial and total force systems and provide recommendations and alternative solutions.

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 5 of 51	DRAFT
----------------------------------	---	----------------------------------	-----------------	-------

4.3.2 The contractor shall provide data management for the warehouse by the review of Functional Design Specifications (FDS), Technical Design Specifications (TDS), and source analysis worksheets (SAWs); identify business rules; and develop data dictionaries and nomenclature conventions.

4.3.3 The contractor shall provide functional knowledge and expertise as a member of the Software Configuration Board for the Data Warehouse Project. The contractor shall provide support for assessments and reports and provide recommendations.

4.4 Data Management Support. The contractor shall support the Data Manager in documenting and mapping the data elements from the various transactional systems for the Data Warehouse Project. The contractor shall maintain and update the appropriate source analysis spreadsheets, metadata repository, and forms required for the data management process. The contractor shall name data elements and use metadata consistently across all subject areas of the data warehouse. This includes researching information and interacting with the functional team members.

4.5 Configuration Management Support. The contractor shall provide support in the management of all Data Warehouse Project documentation. The contractor shall update planning and process documents (e.g.; Plan of Action and Milestones (POA&M)); maintain team rosters; update system user ID, repository, and folder privileges; and document/flowchart daily run schedules. The contractor shall monitor and document software activity via the StarTeam application to ensure project compliance with Level II/III Capability Maturity Model (CMM) software certification guidelines. The contractor shall also enter, update, and maintain version control of the documentation in the various electronic product management tools (e.g.; StarTeam, local tracking system, etc.), and maintain hard copy files of manuals, correspondence, System Change Requests and other pertinent documents as applicable.

4.6 Documentation Library and Records Management. The contractor shall manage the documentation library by cataloging, filing, distributing, and researching any documentation received internal or external to NAVAIR. The contractor shall manage the electronic shared access files (including sharefolders) and interact with the NAWCAD's functional points of contact in reconciling system issues. The contractor shall support the Information Management Department (IMD) with system user access records and security validation processes. Overall general and administrative tasks performed by the contractor shall include preparing and updating various spreadsheets and briefs; recording, tracking, disseminating, balancing, reconciling, and copying reports; attending and participating in various meetings; and researching information as required.

4.7 Financial Models. The contractor shall provide support for the preparation of financial models such as Applied Revenue, Overhead Expense, and Carryover Forecasting. The contractor shall provide support in scenario development and narratives, including justifications and recommendations.

5.0 DELIVERABLES

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 6 of 51	DRAFT
----------------------------------	---	----------------------------------	-----------------	-------

5.1 CDRL Item A001 – Incurred Cost and Progress Reporting. In order to support invoice reviews conducted as part of proper surveillance, the contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, “Incurred Cost and Progress Reporting for Services,” CDRL A001, and Attachment 3.

5.2 CDRL Item A002 - Monthly Progress Report. A monthly progress report detailing all work accomplished under this delivery order shall be prepared and submitted in accordance with the requirements of CDRL Item A002.

6.0 PLACE OF PERFORMANCE

6.1 The services identified (100%) will be performed on-site in government leased spaces at 22289 Exploration Drive, Building Exploration V in Lexington Park, MD.

7.0 PERFORMANCE REQUIREMENTS

7.1 Performance Requirements. See Surveillance Activity Checklist (SAC), Attachment 1.

8.0 SECURITY

8.1 All contractor personnel will have access to information that may be subject to the Privacy Act. The contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release. Only United States citizens may perform under this contract. The contractor shall conform to the provisions of DOD-D-5220.22, ‘National Industrial Security Program’, and shall obtain security clearances for contractor employees requiring access to classified information and/or entry to controlled areas. All tasking under this effort will be unclassified. Any person having had a security clearance revoked for any reason shall be ineligible to perform under this contract. All contractor personnel supporting tasks under this order must be able to obtain a Secret security clearance, should it become necessary. A background check may be required for access to certain systems and applications.

8.2 Site Access Requirements: The contractor shall comply with specific site access requirements.

9.0 TRAVEL

9.1 Travel may be required in support of this effort. Travel includes trips from Lexington Park, MD to Jacksonville, FL; Orlando, FL; and Cherry Point, NC.

10.0 MATERIALS

10.1 Material is not anticipated in support of this effort.

11.0 NAVY/MARINE CORPS INTRANET (NMCI) SERVICES

11.1 NMCI requirements are not anticipated in support of this effort.

12.0 WORK SCHEDULE

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 7 of 51	DRAFT
----------------------------------	---	----------------------------------	-----------------	-------

12.1 The following is a list of Federal Government holidays. Individual Contractor employees are encouraged to work in accordance with the same schedules as the Government office they support. However, it is solely at the Contractor's discretion which Federal and State holidays they choose to observe.

Holiday Observed:

New Years Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

12.2 The contractor shall provide the required services and staffing coverage during normal working hours. Normal working hours are usually 8.5 hours (including a 30-minute lunch), from 0730-1600 each Monday through Friday (except on Government holidays). Some supported Government offices have the flexibility to start as early as 0600 and end as late as 1800 Monday through Friday. Services and staffing shall be provided at least 8 hours per day (during the 8.5 hour workday which includes the 30-minute lunch). Contractor work schedules shall be coordinated with the COR to ensure coverage during critical periods, coordination of tasks involving other contractors, coordination of coverage for tasking, and security compliance for buildings/area where access is controlled.

12.3 Compressed Work Schedule (CWS) is an alternative work schedule to the traditional five 8.5 hour workdays (which includes a 30-minute lunch) worked per week. Under a CWS schedule an employee completes the following schedule within a two-week time period: eight weekdays are worked at 9.5 hours each (which includes a 30-minute lunch), one weekday is alternately worked at 8.5 hours (which includes a 30-minute lunch), and one weekday is not worked by the employee. The result is 80 hours worked every two weeks, with 44 work hours one week and 36 work hours the other.

12.4 The contractor awarded this contract, with prior agreement by the COR, may allow its employees to work a CWS schedule. Any contractor that chooses to allow its employees to

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 8 of 51	DRAFT
----------------------------------	---	----------------------------------	-----------------	-------

work a CWS schedule in support of this contract agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable under this contract and will not be reimbursed by the Government. Additionally, the CWS schedule shall not prevent the contractor from providing the necessary staffing and services coverage when required by the Government. If agreement to implement the CWS schedule is reached with the COR, the overall schedule must be provided and approved. Key contractor personnel, at the discretion of the COR, may not be allowed to work a CWS schedule even if the remaining employees are permitted to do so. The intent is to provide needed coverage for work while allowing a benefit to accrue to affected employees.

13.0 COMMON ACCESS CARDS AND CONTRACTOR ACCESS

13.1 Common Access Cards (CAC) shall be issued by the Government to on-site contractor personnel and shall be visible at all times while personnel are at the Government site. To gain base access, contractors will need a CAC card, a RAPID Gate card, or a temporary paper pass issued from the Pass Office. Proof of U.S. citizenship is required to obtain a proper CAC and to be permitted to access the government installations. Further questions or concerns can be directed to the NAS Pax River Physical Security Department at 301-757-4671. The contractor is responsible for ensuring that all CAC identifications issued to their employees are returned to the Security Department at the Government site in accordance with NASPAXRIVINST 5510.15, following completion of the contract, relocation or termination of an employee, or upon request from the Contracting Officer's Representative.

13.2 Contractor identification badges shall be issued by the Government to contractor personnel requiring access to the installation and shall be visible at all times while contractor employees are on the Government facility. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges.

13.3 The Government will provide the contractor access to Government facilities, as required, for performance of the tasks outlined in this Statement of Work.

13.4 Contractor personnel arriving without prior visit approval will not be processed until the visit has been entered in the BASICS II application at least 72 hours prior to arrival. Appropriate identification media will then be issued. Permanently assigned full-time contractor support personnel, as identified by visit requests, will be issued a photographic ID badge (CAC) or the appropriate passes for the duration of the contract, or for one year whichever is shorter.

14.0 CONTROL OF CONTRACTOR PERSONNEL

14.1 The contractor shall comply with Navy Security Regulations. All persons engaged in work while on Government property shall be subject to search of their person and vehicle at any time by the Government, and shall report any known or suspected security violations to the Security Department. The contractor shall remove from performance any person who endangers life, property, or national security through improper conduct.

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 9 of 51	DRAFT
----------------------------------	---	----------------------------------	-----------------	-------

15.0 GOVERNMENT FURNISHED PROPERTY (GFP) / GOVERNMENT FURNISHED EQUIPMENT (GFE)

15.1 The following government furnished property may be provided to, and utilized by, the contractor in relation to its performance under this contract:

- a. Office equipment, storage and ancillary working space for contractor personnel working on-site;
- b. Access to government offices and facilities as required to complete assigned tasks;
- c. Use of government telephones for conducting official government business;
- d. Desks, chairs, printers and personal computers.
- e. NMCI computers.

A detailed list of all GFP is provided as Attachment 5.

16.0 NON-DISCLOSURE AGREEMENTS

16.1 In the performance of the task order, the Contractor may have access to non-public proprietary information. The Contractor shall require that any employee performing services under the task order execute a non-disclosure agreement satisfactory to the task Order Contracting Officer. The non-disclosure agreement shall acknowledge the Contractor and employee's duties with respect to non-public information and promise to comply with those obligations. Copies of the executed non-disclosure agreements shall be provided to the Government.

16.2 Consistent with the terms and conditions of paragraph (e)(5) of NAVAIR 5252.209-9510, "Organizational Conflicts of Interest (Services)," with respect to proprietary data of third parties, and DFARS 252.227-7025 "Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends," with respect to technical data, the Contractor shall not use, modify, reproduce, release, perform, display, or disclose any non-public information provided to or obtained by the Contractor in the course of performing the contract for other than Government purposes, and shall not for any commercial or personal purpose.

16.3 In the event that the Contractor knows of or identifies that it has a commercial interest in the subject matter of any proposed or ongoing agreement related to the services to be performed herein, the Contractor shall consider such interest a potential conflict of interest under paragraph (g) of NAVAIR 5252.209-9510, and promptly disclose it to the Contracting Officer.

17.0 IDENTIFICATION OF CONTRACTOR PERSONNEL

17.1 Corporation affiliation shall be referenced on all written documentation that refers to contractor personnel. This is required for internal and external communications. Similarly, contractor affiliation shall be identified when answering phone calls and at the beginning of any

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 10 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

meeting or conference where contractor personnel are in attendance.

18.0 LABOR CATEGORY QUALIFICATIONS

18.1 For the purposes of basic contract clause H.7, Substitution of Team Members and Substitution of Personnel, the following labor categories have been designated as key:

None.

18.2 All personnel employed under this task order shall meet the minimum labor category qualifications outlined in Attachment 7. These are based on the successful offeror's proposal submission.

19.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

19.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this task order for the Navy via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during each government fiscal year, which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each Calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 11 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

Packaging and marking shall be in accordance with Section D of the Seaport-e multiple award Basic Contract.

Clauses specified in Section D of the Seaport-e basic contract apply to this task order, unless otherwise specified in the task order.

Item 7000 and Option Items 7100, 7200, 7300, and 7400 - Packaging and marking are not applicable to these items.

Item 7001 and Option Items 7101, 7201, 7301, and 7401 - The data to be furnished hereunder shall be packaged, packed, and marked in accordance with Exhibit A, DD Form 1423, Contract Data Requirements List. Unless otherwise directed, all deliverables shall be delivered to the Contracting Officer's Representative (COR) for purposes of Seaport-e MAC clause HQ D-2-0008, "Marking of Reports".

Item 9000 and Option Items 9100, 9200, 9300, and 9400 - Packaging and marking shall be in accordance with best commercial practice.

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 12 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

Items 7000, 9000, Option Items 7100, 9100, 7200, 9200, 7300, 9300, 7400, and 9400: Inspection and acceptance of the services and supplies called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Procuring Contracting Officer (PCO)/Contracting Officer's Representative (COR). The Government will monitor the Contractor's performance to assure compliance with the contract requirements, inclusive of the terms and conditions, in accordance with Section C, SOW, and Section J, Attachment 1 - Surveillance Activity Checklist. Final acceptance of all associated Contract Data Requirements List (CDRL), DD Form 1423 Exhibit A (A001-A002) deliverables under Item 7001 and Option Items 7101, 7201, 7301, and 7401 must be completed prior to final acceptance of the services identified herein.

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

Item 7001 and Option Items 7101, 7201, 7301, and 7401: Inspection and acceptance of the data to be furnished hereunder by the Contractor shall be in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD form 1423.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
7000	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
7100	Destination	Government	Destination	Government
7101	Destination	Government	Destination	Government
7200	Destination	Government	Destination	Government
7201	Destination	Government	Destination	Government
7300	Destination	Government	Destination	Government
7301	Destination	Government	Destination	Government
7400	Destination	Government	Destination	Government
7401	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9100	Destination	Government	Destination	Government
9200	Destination	Government	Destination	Government
9300	Destination	Government	Destination	Government
9400	Destination	Government	Destination	Government

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled **Attachment 8, Data Item Transmittal/Acceptance/Rejection Form**. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 13 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	7/9/2015 - 7/8/2016
7100	7/9/2016 - 7/8/2017
7200	7/9/2017 - 7/8/2018
9000	7/9/2015 - 7/8/2016
9100	7/9/2016 - 7/8/2017
9200	7/9/2017 - 7/8/2018

All clauses of Section F of the SeaPort-e basic contract apply to this task order unless otherwise specified in the task order, in addition the following:

Item 7000 and Option Items 7100, 7200, 7300, and 7400 - the contractor shall provide supplies and services in accordance with the Section F Delivery/Performance Schedule. Services to be provided at government leased spaces in Lexington Park, MD.

Item 9000 and Option Items 9100, 9200, 9300, and 9400 - The contractor shall provide supplies and services in accordance with the Section F Delivery/Performance Schedule.

Item 7001 and Option Items 7101, 7201, 7301, and 7401 - The data furnished hereunder shall be in accordance with Exhibit A during the period of performance of the associated labor CLIN, as identified in the Section F Delivery/Performance Schedule below.

CLIN - DELIVERIES OR PERFORMANCE

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

7000	7/9/2015 - 7/8/2016
9000	7/9/2015 - 7/8/2016

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

7100	7/9/2016 - 7/8/2017
7200	7/9/2017 - 7/8/2018
7300	7/9/2018 - 7/8/2019
7400	7/9/2019 - 7/8/2020
9100	7/9/2016 - 7/8/2017
9200	7/9/2017 - 7/8/2018
9300	7/9/2018 - 7/8/2019
9400	7/9/2019 - 7/8/2020

Services to be performed hereunder will be provided at 22289 Exploration Drive, Exploration V, Lexington Park, MD 20653.

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

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 14 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

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

(1) PCO, Code 2.5.1.8 [only required for CDRL A001].

(2) ACO, Code Delivery to ACO not required. Deliver technical data to codes listed in Block 14 of DD Form 1423.

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

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

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

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

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

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

Naval Air Warfare Center Aircraft Division
47096 Liljencrantz Road, Building 439
Patuxent River, MD 20670

Note: Electronic Submission may be authorized by the COR.

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 15 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

All clauses of Section G of the SeaPort-e basic contract apply to this task order unless otherwise specified in the task order, in addition the following:

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)(NAVSEA)(MAY 1993)

(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, “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 equal to * (* %) of the allowable cost of each invoice 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 (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled “LEVEL OF EFFORT.” If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the “LEVEL OF EFFORT” special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

*To be incorporated and completed at the Task Order Level, as appropriate.

5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)

(a) The Technical Point of Contact (TPOC) for this contract is: [Linda Lepper 301-342-2922](mailto:Linda.Lepper@navy.mil) (Catherine.Lepper@navy.mil), Naval Air Warfare Center Aircraft Division ATTN: Linda Lepper. 47096 Lobjencrantz Road Building 438, Patuxent river, MD 20670

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquires.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

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.

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 16 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <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).

COMBO

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

Linda Lepper

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00421
Admin DoDAAC	S2101A
Inspect By DoDAAC	N00421
Ship To Code	N/A
Ship From Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N00421

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 17 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule”

if multiple ship to/acceptance locations apply, or “Not applicable.”)

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

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

CATHERINE.LEPPER@NAVY.MIL

(g) WAWF point of contact.

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

N/A

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

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER’S REPRESENTATIVE (COR)(SEP 2012)

(a) The Contracting Officer has designated Linda Lepper (Catherine.Lepper@navy.mil) as the authorized Contracting Officer’s Representative (COR) to perform the functions, duties, and/or responsibilities in accordance with Attachment 2, the COR Appointment letter (to be incorporated at time of award).

(b) The effective period of the COR designation is the period of performance of this contract.

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

(a) Contract Administration Office.

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

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

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

Functions Retained	Retained for Performance By:
FAR 42.302(a)(3)	PCO
FAR 42.302(a)(16)	COR
FAR 42.302(a)(38)	COR
FAR 42.302(a)(39)	COR
FAR 42.302(a)(51)	PCO
FAR 42.302(a)(58)	COR

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 18 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

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

Additional Functions	Retained for Performance By:
FAR 42.302(b)(1)	ACO
FAR 42.302(b)(4)	ACO
FAR 42.302(b)(6)	ACO

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

5252.232-9529 INCURRED COST REPORTING AND PROGRESS REPORTING FOR SERVICES (NAVAIR)(DEC 2012)

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract CDRL A001. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A001. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable". The data tables outlined in Attachment 3 shall be utilized as required herein and attached to the report.

(a) Incurred Costs:

(1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs include in Attachment 3.

(2) **Labor:** Incurred costs for labor shall be reported by completing the "invoiced labor" tab, and, if applicable, the "If Individuals>Hourly Tripwire" tab included in Attachment 3. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

(3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in Attachment 3. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Saving Clause."

(b) **Progress:** A description of progress made during the invoice period by labor category shall be included in the report "by labor category" or "by SOW task". At a minimum, the description shall include the following: deliverables completed and delivered, problem areas encountered, and any impacts on cost, technical and schedule.

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 19 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES (NAVAIR)(JUN 2012)

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

(1) *Line item specific*: single funding. If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

(2) *Line item specific*: sequential ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; lpha/numeric; numeric/alpha; and numeric/numeric.

(3) *Line item specific*: contracting officer specified ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

(4) *Line item specific*: by fiscal year. If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal
Page 3 of 11 year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(5) *Line item specific*: by cancellation date. If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) *Line item specific*: proration. If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 20 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

(7) *Contract-wide*: sequential ACRN order. The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(8) *Contract-wide*: contracting officer specified ACRN order. The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(9) *Contract-wide*: by fiscal year. The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

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

(11) *Contract-wide*: proration. The payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

(12) *Other*. If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the Page 4 of 11 other payment instructions--

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration office.

(End of Text)

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

<u>Item(s)</u>	<u>Allotted to Cost</u>	<u>Allotted to Fee</u>	<u>Est. Period of Performance</u>
7000	\$ [REDACTED]	\$ [REDACTED]	9 July 2015 - 8 July 2016
7100	\$ [REDACTED]	\$ [REDACTED]	9 July 2016 - 8 July 2017
7200	\$ [REDACTED]	\$ [REDACTED]	9 July 2017 - 8 July 2018

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

(c) CLINs/ SLINs 7000 and 9000 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).

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 21 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

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

***To be provided at the time of award.**

Accounting Data

SLINID	PR Number	Amount
7000	1300387877-0001	[REDACTED]
LLA :		
AA 97X4930 NH2A 252 77777 0 050120 2F 000000		
Standard Number: CIN 13003878770002		
COST CODE A00002892141		

9000	1300387877-0001	[REDACTED]
LLA :		
AA 97X4930 NH2A 252 77777 0 050120 2F 000000		
Standard Number: CIN 130038787700002		
COST A00002892141		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

710001	1300387877-0002	[REDACTED]
LLA :		
AB 97X4930 NH2A 251 77777 0 050120 2F 000000 A00002892141		
CIN: 130038787700003		

910001	1300387877-0002	[REDACTED]
LLA :		
AB 97X4930 NH2A 251 77777 0 050120 2F 000000 A00002892141		
CIN: 130038787700003		

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

720001	1300387877-0003	[REDACTED]
LLA :		
AB 97X4930 NH2A 251 77777 0 050120 2F 000000 A00002892141		
CIN: 130038787700004		

920001	1300387877-0003	[REDACTED]
LLA :		
AB 97X4930 NH2A 251 77777 0 050120 2F 000000 A00002892141		
CIN: 130038787700004		

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 22 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

All clauses of Section H of the SeaPort-e basic contract apply to this task order unless otherwise specified in the task order, in addition the following:

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern 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, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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

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

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

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

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

09RA NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 61,600 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 23 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

(b) Of the total man-hours of direct labor set forth above, it is estimated that (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 (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 237 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee (Required LOE - Expended LOE)} \\ \text{Fee Reduction} = \frac{\text{Required LOE}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 24 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) 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 work 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.

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

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

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

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause. (1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment 4. The task order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply. (2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

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

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

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
- (6) "Consultant services" as defined in FAR 31.205-33(a).
- (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.
- (9) "Interest" means organizational or financial interest.
- (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 25 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

major component or subassembly of such system.

(e) Contracting restrictions.

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

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

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

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

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

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 26 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

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

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

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation. (g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (AUG 2013)

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

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 27 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

- (1) Not by word or deed give the impression or appearance of being a Government employee;
 - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
 - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
 - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
 - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.242-9502 Technical Direction: Per NAVAIR/NAWCAD policy, NAVAIR Clause 5252.242-9502 is required in all service contracts/task orders. However, the requiring activity does not currently plan to use Technical Direction Letters (TDLs) in the execution of this task order. If the requiring activity later decides to use TDLs, a TDL Administration Plan will be completed and approved and language will be added to the SOW at that time in accordance with NAVAIR Contracts Competency Instruction 4200.60.

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (APR 2011)

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or SeaPort-e Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.

(i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract."

(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

(c) Limitations. When necessary, Technical Direction concerning details of requirements set forth in the contract, shall be given through issuance of TDLs prepared by the COR or TOM subject to the following limitations.

(i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.

(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 28 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

obtaining the Contracting Officer's signature.

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

(iv) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.

(v) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract deliverables that may cause the contractor to incur additional costs.

(vi) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR or TOM, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a contract modification or other appropriate action.

(vii) If the contractor undertakes work associated with a TDL that is considered to be outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 29 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

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

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

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

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

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

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

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

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

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

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

(c) Travel Policy.

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 30 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

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

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Lydia Munley
22473 Millstone Road Building 505
Patuxent River, MD 20670
301-757-5163 (Lydia.munley@navy.mil)

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (MAY 2012)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

- (1) Government property currently accountable and managed under the following contracts: **NONE**
- (2) Government furnished property to be provided under this contract: **See Attachment 5**
- (3) Government furnished material, as defined in FAR 45.101, to be provided under this contract: **NONE**
- (4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract: **NONE**

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 31 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

ALL CLAUSES OF SECTION I OF THE SEAPORT-E BASIC CONTRACT APPLY TO THIS TASK ORDER UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER, IN ADDITION THE FOLLOWING:

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

THE GOVERNMENT MAY REQUIRE CONTINUED PERFORMANCE OF ANY SERVICES WITHIN THE LIMITS AND AT THE RATES SPECIFIED IN THE CONTRACT. THESE RATES MAY BE ADJUSTED ONLY AS A RESULT OF REVISIONS TO PREVAILING LABOR RATES PROVIDED BY THE SECRETARY OF LABOR. THE OPTION PROVISION MAY BE EXERCISED MORE THAN ONCE, BUT THE TOTAL EXTENSION OF PERFORMANCE HEREUNDER SHALL NOT EXCEED 6 MONTHS. THE CONTRACTING OFFICER MAY EXERCISE THE OPTION BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 15 DAYS PRIOR TO THE OPTION START DATE.

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 30 DAYS PRIOR TO COMPLETION OF THE BASE PERIOD; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 60 DAYS BEFORE THE CONTRACT EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

(B) IF THE GOVERNMENT EXERCISES THIS OPTION, THE EXTENDED CONTRACT SHALL BE CONSIDERED TO INCLUDE THIS OPTION CLAUSE.

(C) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED FIVE YEARS AND SIX (6) MONTHS (INCLUSIVE OF FAR 52.217-8).

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 32 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

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.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(A) THE CONTRACTOR SHALL NOT RELEASE TO ANYONE OUTSIDE THE CONTRACTOR'S ORGANIZATION ANY UNCLASSIFIED INFORMATION (E.G., ANNOUNCEMENT OF CONTRACT AWARD), REGARDLESS OF MEDIUM (E.G., FILM, TAPE, DOCUMENT), PERTAINING TO ANY PART OF THIS CONTRACT OR ANY PROGRAM RELATED TO THIS CONTRACT, UNLESS THE CONTRACTING OFFICER HAS GIVEN PRIOR WRITTEN APPROVAL.

(B) REQUESTS FOR APPROVAL SHALL IDENTIFY THE SPECIFIC INFORMATION TO BE RELEASED, THE MEDIUM TO BE USED, AND THE PURPOSE FOR THE RELEASE. THE CONTRACTOR SHALL SUBMIT ITS REQUEST TO THE CONTRACTING OFFICER AT LEAST TEN (10) DAYS BEFORE THE PROPOSED DATE FOR RELEASE.

(C) THE CONTRACTOR AGREES TO INCLUDE A SIMILAR REQUIREMENT IN EACH SUBCONTRACT UNDER THIS CONTRACT. SUBCONTRACTORS SHALL SUBMIT REQUESTS FOR AUTHORIZATION TO RELEASE THROUGH THE PRIME CONTRACTOR TO THE CONTRACTING OFFICER.

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (JUN 2013)

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

- (1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
- (2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
- (4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (5) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
 - (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
 - (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 33 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

Government-Furnished Information Marked with Restrictive Legends.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 34 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

authorize the use or reproduction of the data by persons outside the Government if—

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

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

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 35 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

(2) *Government purpose rights.*

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

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

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

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

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

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

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

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

(3) *Limited rights.*

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

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 36 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

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

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

(iv) The Contractor acknowledges that—

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

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 37 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 38 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

LIMITED RIGHTS

Contract No.

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 39 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

Contractor Name

Contractor Address

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 40 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

- (i) The Government has acquired, by any means, the same or greater rights in the data; or
- (ii) The data are available to the public without restrictions.

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

- (i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and
- (ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

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

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 41 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

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.

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013)

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

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

- (i) Has been sold, leased, or licensed to the public;
- (ii) Has been offered for sale, lease, or license to the public;
- (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
- (iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

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

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

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

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

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

- (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
- (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) “Developed” means that—

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 42 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

(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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 43 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

mean the Government's rights to—

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

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

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

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

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

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

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

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

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

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

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

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 44 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

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

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

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

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 45 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

(2) *Government purpose rights.*

- (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.
- (ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.
- (iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—
 - (A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#); or
 - (B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) *Restricted rights.*

- (i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.
- (ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.
- (iii) The Contractor acknowledges that—
 - (A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;
 - (B) The Contractor will be notified of such release or disclosure;
 - (C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and
 - (D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 46 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

(4) *Specifically negotiated license rights.*

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 47 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 48 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) *Special license rights markings.*

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 49 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

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

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No.

_____(Insert contract number)____, License No. _____(Insert license identifier)____. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 50 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

under any patent.

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

CONTRACT NO. N00178-14-D-7929	DELIVERY ORDER NO. N00178-14-D-7929-M802	AMENDMENT/MODIFICATION NO. 02	PAGE 51 of 51	DRAFT
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Exhibit A: CDRL A001 - CDRL A002

Attachment 1: Surveillance Activity Checklist

Attachment 2: COR Appointment Letter

Attachment 3: Incurred Cost Spreadsheet

Attachment 4: OCI List

Attachment 5: GFP List

Attachment 6: Reserved

Attachment 7: Minimum Labor Category Qualifications (to be incorporated based on successful offeror's proposal)

Attachment 8: Data Item Transmittal/Acceptance/Rejection Form