

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NUMBER 26		3. EFFECTIVE DATE 07/22/2021		4. REQUISITION/PURCHASE REQUISITION NUMBER 1300907059; 1300944421; 1300944220		5. PROJECT NUMBER (If applicable) N/A	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6) CODE		S0514A SCD C	
NAVWAR HQ 4301 Pacific Highway San Diego, CA 92110				DCMA SAN DIEGO 9174 Sky Park Court, Suite 100 SAN DIEGO, CA 92123-4353			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
Integrits Corporation 5205 Kearny Villa Way, Suite 200 San Diego, California 92123-1420				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-04-D-4070/NS03	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13) 09/27/2016	
CODE 1LVF2		FACILITY CODE 073148772					

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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 letter or electronic communication, provided each letter or electronic communication 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 NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (APR 1984)

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

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

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jennifer Tsui , Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		/s/Jennifer Tsui (Signature of Contracting Officer)	07/22/2021

General Information

The purpose of this modification is to:

- 1) Incrementally fund CLIN 7401 in the amount of _____ ;and
- 2) Incrementally fund CLIN 9401 in the amount of _____

Sections B & G are updated accordingly.

All other terms and conditions remain unchanged.

The total amount of funds obligated to the task order is hereby increased from

CLIN/SLIN	Fund Type	From	By	To
740124	O&MN,N			
740125	O&MN,N			
740126	O&MN,N			
740127	O&MN,N			
740128	O&MN,N			
740129	O&MN,N			
740130	O&MN,N			
740131	Fund Type - OTHER			
940108	O&MN,N			
940109	O&MN,N			

The total value of the task order is hereby increased/decreased from _____ .

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 90				
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00178-04-D-4070		2. DELIVERY ORDER/CALL NO. NS03		3. DATE OF ORDER/CALL (YYYYMMDD) 2021JUL22	4. REQUISITION/PURCH REQUEST NO. 1300907059; 1300944421; 1300944220	5. PRIORITY Unrated			
6. ISSUED BY NAVWAR HQ 4301 Pacific Highway San Diego, CA 92110			7. ADMINISTERED BY (If other than 6) DCMA SAN DIEGO 9174 Sky Park Court, Suite 100 SAN DIEGO, CA 92123-4353		8. DELIVERY FOB SCD: C <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)				
9. CONTRACTOR NAME AND ADDRESS Integritys Corporation 5205 Kearny Villa Way, Suite 200 San Diego, CA 92123-1420			10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
12. DISCOUNT TERMS Net 30 Days WAWF			13. MAIL INVOICES TO THE ADDRESS IN BLOCK SEE SECTION G						
14. SHIP TO SEE SECTION F			15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus, OH 43218-2381		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.				
16. TYPE OF ORDER	DELIVERY/ CALL <input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
	PURCHASE <input type="checkbox"/>	Reference your _____ furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
Integritys Corporation			Ana Basada						
NAME OF CONTRACTOR			SIGNATURE		TYPED NAME AND TITLE				
					DATE SIGNED (YYYYMMDD)				
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT	
	SEE SCHEDULE								
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA BY: /s/Jennifer Tsui			07/22/2021 CONTRACTING/ORDERING OFFICER		25. TOTAL	26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO.		29. D.O. VOUCHER NO.	30. INITIALS	
f. TELEPHONE NUMBER					g. E-MAIL ADDRESS		32. PAID BY		
					<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT		34. CHECK NUMBER		
a. DATE (YYYYMMDD)					b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		35. BILL OF LADING NO.		
37. RECEIVED AT	38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R425	Base Year Labor (O&MN,N)	1.00	Lot			
700101	R425	Base Year Labor - Training Integration Support (O&MN,N)					
700102	R425	Base Year Labor - Training Integration Support (O&MN,N)					
700103	R425	Base Year Labor - Training Integration Support (O&MN,N)					
700104	R425	Base Year Labor - Training Integration Support (O&MN,N)					
700105	R425	Base Year Labor - Training Integration Support (O&MN,N)					
700106	R425	Base Year Labor - Training Integration Support (O&MN,N)					
700107	R425	Base Year Labor - AG Training Integration Support (O&MN,N)					
700108	R425	Base Year Labor - AH Training Integration Support (O&MN,N)					
700109	R425	Base Year Labor - AJ Training Integration Support (O&MN,N)					
700110	R425	Base Year Labor - AK Training Integration Support (O&MN,N)					
700111	R425	Incremental Funding - ACRN AL 4.3.4 - MPT Support (O&MN,N)					
700112	R425	Incremental Funding - ACRN AM 4.3.4 - MPT Support (O&MN,N)					
700113	R425	Incremental Funding - ACRN AN 4.3.4 - MPT Support (O&MN,N)					
700114	R425	Incremental Funding - ACRN AP 4.3.4 - PWM 790 STACC					
700115	R425	Incremental Funding - ACRN AQ 4.3.4 - HARPS					
700116	R425	Incremental Funding - ACRN AR 4.3.4 - MPT Support					
700117	R425	Incremental Funding - ACRN AS 4.3.4 - MPT PMW 120 Training Video (O&MN,N)					
7101	R425	Option Year 1 Labor (Fund Type - TBD)	1.00	Lot			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710101	R425	Incremental Funding - ACRN AT 4.3.4 - MPT Support (O&MN,N)					
710102	R425	Incremental Funding - ACRN AU 4.3.4 - MPT Support (O&MN,N)					
710103	R425	Incremental Funding - ACRN AV 4.3.4 - MPT Support (O&MN,N)					
710104	R425	Incremental Funding - ACRN AW 4.3.4 - HARPS (O&MN,N)					
710105	R425	Incremental Funding - ACRN AX 4.3.4 - MPT Support (O&MN,N)					
710106	R425	Incremental Funding - ACRN AY 4.3.4 - MPT Support (O&MN,N)					
710107	R425	Incremental Funding - ACRN AZ 4.3.4 - MPT Support (O&MN,N)					
710108	R425	Incremental Funding - ACRN BA 4.3.4 - MPT Support (O&MN,N)					
710109	R425	Incremental Funding - ACRN BB 4.3.4 - PMW 790 STACC - I (O&MN,N)					
710110	R425	Incremental Funding - ACRN BC 4.3.4 - MPT Support (O&MN,N)					
710111	R425	Incremental Funding - ACRN BD 4.3.4 - PMW 790 STACC II (O&MN,N)					
710112	R425	Incremental Funding - ACRN BE 4.3.4 - MPT Support (O&MN,N)					
710113	R425	Incremental Funding - ACRN BG 4.3.4 HARPS					
710114	R425	Incremental Funding - ACRN BF 4.3.4 - MPT Support (O&MN,N)					
710115	R425	Incremental Funding - ACRN BG 4.3.4 HARPS (O&MN,N)					
710116	R425	Incremental Funding - ACRN BH 4.3.4 STACC II					
710117	R425	Incremental Funding - ACRN BJ 4.3.F RF COMMS (O&MN,N)					
7201	R425	Option Year 2 Labor (Fund Type - TBD)	1.00	Lot			
720101	R425	4.3.4 MPT Support ACRN BK (O&MN,N)					
720102	R425	4.3.4 MPT Support ACRN BL					
720103	R425	4.3.4 - PMW 790 STACC II ACRN BM					
720104	R425	4.3.4 RF Comms NTSP ACRN BN (O&MN,N)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720105	R425	4.3.4 MPT Support ACRN BP (O&MN,N)					
720106	R425	4.3.4 MPT Support ACRN BQ (O&MN,N)					
720107	R425	4.3.4 MPT Support ACRN BR (O&MN,N)					
720108	R425	4.3.4 HARPS Support ACRN BS (O&MN,N)					
720109	R425	4.3.4 RF COMMS ACRN BT (O&MN,N)					
720110	R425	4.3.4 HARPS ACRN: BU (
720111	R425	4.3.4 MPT Support ACRN: BV (O&MN,N)					
7301	R425	Option Year 3 Labor (Fund Type - TBD)	1.00	Lot			
730101	R425	4.3.4 HARPS ACRN: BW (O&MN,N)					
730102	R425	4.3.4 MPT ACRN: BX (O&MN,N)					
730103	R425	4.3.4 MPT ACRN: BY (O&MN,N)					
730104	R425	4.3.4 MPT ACRN: BZ (O&MN,N)					
730105	R425	4.3.4 MPT ACRN: CA (O&MN,N)					
730106	R425	4.3.4 MPT ACRN: CB (O&MN,N)					
730107	R425	4.3.4 MPT ACRN: CC (O&MN,N)					
730108	R425	4.3.4 Data Science ACRN: CD (Fund Type - OTHER)					
730109	R425	4.3.4 RF COMMS ACRN: CE (O&MN,N)					
730110	R425	4.3.4 NAVFAC Strategic Design ACRN: CF (O&MN,N)					
730111	R425	6.0 Agile Training ACRN: CG					
730112	R425	4.3.4 RF COMMS ACRN: CH					
730113	R425	4.3.4 MPT ACRN: CJ (O&MN,N)					
730114	R425	4.3.4 CNAP MPT Analysis ACRN: CK (
7401	R425	Option Year 4 Labor (Fund Type - TBD)	1.00	Lot			
740101	R425	4.3.4 HARPS ACRN: CL (O&MN,N)					
740102	R425	4.3.4 HARPS ACRN:CM (O&MN,N)					
740103	R425	4.3.4 Training MPT (TA/TTA) ACRN: CN (O&MN,N)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
740104	R425	4.3.4 Training MPT (TA/TTA) ACRN: CP (O&MN,N)					
740105	R425	4.4 IW Training - Flt. Training ACRN CQ (O&MN,N)					
740106	R425	4.4 IW Training - Flt. Training ACRN: CR (O&MN,N)					
740107	R425	4.4 IW Training - Trng. Integration ACRN: CS (O&MN,N)					
740108	R425	4.4 IW Training - Trng. Integration ACRN: CT (O&MN,N)					
740109	R425	4.3.4 CNAP MPT Analysis ACRN: CU (O&MN,N)					
740110	R425	8.0 Data Science ACRN: CV					
740111	R425	PMW 120 NITES-Next Videos ACRN: CW (O&MN,N)					
740112	R425	4.3.4 RF COMMS ACRN: CX (O&MN,N)					
740113	R425	4.0 Data Science ACRN: CY (Fund Type - OTHER)					
740114	R425	4.0 Data Science ACRN: CZ (O&MN,N)					
740115	R425	4.0 Data Science ACRN: DA (O&MN,N)					
740116	R425	4.0 Data Science ACRN: DB (O&MN,N)					
740117	R425	4.0 Data Science, ACRN: DC (Fund Type - OTHER)					
740118	R425	4.3.4 CNAP MPT Analysis, ACRN: DD (O&MN,N)					
740119	R425	4.3.4 Training MPT (TA/TTA), ACRN: DE (O&MN,N)					
740120	R425	4.4 IW Training/NAVIFOR, ACRN: DF (O&MN,N)					
740121	R425	4.4 IW Training - Flt. Training, ACRN: DG (O&MN,N)					
740122	R425	4.3.4 Training MPT (TA/TTA), ACRN: DH (O&MN,N)					
740123	R425	Intermediate & Depot Level Training Analysis: ACRN DJ					
740124	R425	4.3.4 HARPS; ACRN: DK (O&MN,N)					
740125	R425	4.3.4 HARPS; ACRN: DL (O&MN,N)					
740126	R425	4.4 IW Training - Flt. Training; ACRN DM (O&MN,N)					
740127	R425	4.4 IW Training - Trng. Integration; ACRN DN (O&MN,N)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
740128	R425	ACRN DP (O&MN,N)					
740129	R425	ACRN DQ (O&MN,N)					
740130	R425	ACRN DR (O&MN,N)					
740131	R425	ACRN: DS (Fund Type - OTHER)					

Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R425	Base Year ODCs (Fund Type - TBD)	1.00	Lot	
900101	R425	Base Year ODCs (O&MN,N)			
900102	R425	Incremental Funding - ACRN AN 4.3.4 - MPT Support			
9101	R425	Option Year 1 ODCs (Fund Type - TBD)	1.00	Lot	
910101	R425	Incremental Funding - ACRN AZ 4.3.4 - MPT Support (O&MN,N)			
910102	R425	Incremental Funding - ACRN BD 4.3.4 - PMW 790 STACC - II (O&MN,N)			
910103	R425	Incremental Funding - ACRN BF 4.3.4 MPT Support			
910104	R425	Incremental Funding - ACRN BF 4.3.4 STACC II (O&MN,N)			
9201	R425	Option Year 2 ODCs (Fund Type - TBD)	1.00	Lot	
920101	R425	4.3.4 MPT Support ACRN BL (O&MN,N)			
920102	R425	4.3.4 MPT Support ACRN: BU			
920103	R425	4.3.4 MPT Support ACRN: BV (O&MN,N)			
9301	R425	Option Year 3 ODCs (Fund Type - TBD)	1.00	Lot	
930101	R425	4.3.4 MPT ACRN: BY (O&MN,N)			
930102	R425	4.3.4 Data Science ACRN: CD			
930103	R425	4.3.4 NAVFAC Strategic Design ACRN: CF (O&MN,N)			
930104	R425	6.0 Agile Training ACRN: CG			
9401	R425	Option Year 4 ODCs (Fund Type - TBD)	1.00	Lot	
940101	R425	4.3.4 Training MPT (TA/TTA) ACRN: CN (O&MN,N)			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
940102	R425	4.4 IW Training - Trng. Integration ACRN: CS (O&MN,N)			
940103	R425	PMW 120 NITES-Next Videos ACRN: CW (O&MN,N)			
940104	R425	4.0 Data Science ACRN: CY (Fund Type - OTHER)			
940105	R425	4.3.4 CNAP MPT Analysis, ACRN: DD (O&MN,N)			
940106	R425	4.4 IW Training/NAVIFOR, ACRN: DF (O&MN,N)			
940107	R425	Intermediate & Depot Level Training Analysis: ACRN DJ (O&MN,N)			
940108	R425	ACRN DP (O&MN,N)			
940109	R425	ACRN: DN (O&MN,N)			

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

B-2 OTHER DIRECT COSTS

It is anticipated that ODC costs will consist mainly of travel and incidental material costs. The Government reserves the right to increase the Other Direct Costs CLINs to reflect increases for travel and other direct costs. Travel costs shall be reimbursed based on actual, reasonable costs in accordance with the Joint Travel Regulations or with FAR 31.205-46. Travel and Other Direct Costs (ODCs) will be non-fee bearing cost elements subject to Material Handling and G&A rates only.

B-3 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is SEE TABLE BELOW hours. The SEE TABLE BELOW direct labor hours include zero uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours. The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of SEE TABLE BELOW per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	7001			
OPTION I	7101			
OPTION II	7201			
OPTION III	7301			
OPTION IV	7401			

The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work. The Government reserves the right to transfer unused ceiling from one period to another as needed.

B-4 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (5252.232-9210)(JAN 1992)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of cost and fee are as follows:

ITEM(S) AMOUNT ALLOCATED (COST AND FEE)

7001

9001

7101

9101

7201

9201

7301

7401

9401

(c) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state the total amounts allotted for cost and fee, and the CLINs covered thereby.

(d) Subject to the provisions of FAR 52.232-22 "Limitation of Funds" clause of this task order, no legal liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this task order.

B-5 OPTION EXTENSION COSTS

In the event the Government exercises its rights to extend the order by up to six additional months pursuant to clause at FAR 52.217-8, Option to Extend Services, such extension will be considered to have been evaluated, as its cost shall be at the rates specified for the period that is being extended.

Section C - Description/Specifications/Statement of Work

C-1 SPECIFICATION/STATEMENT OF WORK

Work under this task order shall be performed in accordance with Attachment 1 Performance Work Statement (PWS) and Exhibit A Contract Data Requirements Lists (CDRLs) A001 - A015.

C-2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the Task Order term. The Quality Assurance Surveillance Pkplan is provided as Attachment 3 to this solicitation and will be included in the Task Order award.

C-3 SECURITY REQUIREMENTS

No award will be made to any Offeror which does not possess a facility security clearance issued by the Defense Security Service at the TOP SECRET level.

The work to be performed under this contract as delineated in the DD Form 254, Attachment 2, involves access to and handling of classified material up to and including TOP SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSSYSCOM Security Officer.

C-4 INFORMATION ASSURANCE (IA)

The contractor must follow DoD instruction DFARS 252.239-7001 Information Assurance Contractor Training and Certification, in solicitations and contracts involving contractor performance of information assurance functions as described in DoD 8570.01-M and DFARS 239.7102-3 Information Assurance Contractor Training and Certification.

C-5 WORKWEEK (5252.222-9200)(APR 2012)

(a) A portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWARSSYSCOM is Monday – Friday 0800 to 1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February

Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

C-6 KEY PERSONNEL (5252.237-9601)(DEC 1999)

(a) The Offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The Offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate

such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY
Dan Baggett	Task Order Program Manager
Dange Gallagher	Senior Systems Analyst (Learning and Performance Solutions Lead)
Sandra Radtke	Senior Systems Analyst (Systems Engineering Technical Review Support)
John Legrand	Senior Systems Analyst (Training Assessment Support)

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the Offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

C-7 KEY PERSONNEL QUALIFICATION REQUIREMENTS

The work, as defined by the Performance Work Statement (PWS), is expected to be accomplished by a mixture of professional and technical personnel, including specified key personnel. The contractor shall provide personnel who are fully qualified and competent to perform the full range of tasks described in the PWS. The Key Personnel Qualifications for the labor categories identified by the Government for the performance of this task order are provided in **Attachment 4**.

C-8 LABOR CATEGORY IDENTIFICATION

Correspondence, Technical Instruction, Vouchers, Invoices, Status Reports, etc., shall utilize the Contractor's standard labor category terminology as established in its proposal at time of award. For each category of labor specified by the Government, the Offeror shall identify the corresponding company labor category/categories table.

LABOR CATEGORY	OFFEROR CORRESPONDING LABOR CATEGORIES
Program Manager (Onsite Lead)	Task Order Program Manager
Project Manager	Task Order Project Manager
Sr. Systems Analyst	Senior Systems Analyst
Administrative Assistant	Administrative Assistant
Systems Analyst	Systems Analyst
Information Technology Specialist	Information Technology Specialist
Instructional Systems Designer	Instructional Systems Designer
Logistician	Logistician
Technical Instructor	Technical Instructor

C-9 LIABILITY INSURANCE--COST TYPE CONTRACTS (5252.228-9201) (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

(1) Workers' compensation and employers' liability: minimum of \$100,000

(2) Comprehensive general liability: \$500,000 per occurrence

(3) Automobile liability:

- \$200,000 per person
- \$500,000 per occurrence
- \$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

Section D - Packaging and Marking

D-1 SHIP TO INFORMATION

See Section G – Contracting Officer’s Representative

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

Section E - Inspection and Acceptance

E-1 INSPECTION AND ACCEPTANCE -- DESTINATION

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative or his/her duly authorized representative.

Section F - Deliveries or Performance

CLIN - DELIVERIES OR PERFORMANCE

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

7001	9/27/2016 - 9/26/2017
9001	9/27/2016 - 9/26/2017
7101	9/27/2017 - 9/26/2018
9101	9/27/2017 - 9/26/2018

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

7201	9/27/2018 - 9/26/2019
7301	9/27/2019 - 9/26/2020
7401	9/27/2020 - 9/26/2021
9201	9/27/2018 - 9/26/2019
9301	9/27/2019 - 9/26/2020
9401	9/27/2020 - 9/26/2021

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the term of the Contract."

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

The Period of Performance of the following Firm items are as follows:

7001	09/27/2016 - 09/26/2017
7101	09/27/2017 - 09/26/2018
7201	09/27/2018 - 09/26/2019
7301	09/27/2019 - 09/26/2020
7401	09/27/2020 - 09/26/2021
9001	09/27/2016 - 09/26/2017
9101	09/27/2017 - 09/26/2018
9201	09/27/2018 - 09/26/2019

9301

09/27/2019 - 09/26/2020

9401

09/27/2020 - 09/26/2021

Section G - Contract Administration Data

G-1 TYPE OF CONTRACT

This is a Cost-Plus-Fixed-Fee (CPFF) level-of-effort (Term) Task Order.

G-2 INVOICING INSTRUCTIONS

(a) Consistent with Task Order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this Task Order by the appropriate Accounting Classification Reference Number (ACRN) listed in the Accounting Data provided in Section G.

(b) Each ACRN under this contract is associated to a specific program, project, or PWS paragraph. Cross-reference information for invoicing is provided in Section G, "Accounting Data." Under each ACRN; the program, project, or PWS paragraph; appropriation funds type and appropriation year are identified.

Costs incurred under the referenced program, project, or PWS paragraph shall only be billed to the associated ACRN(s). The contractor is only authorized to invoice for work completed under the program, project, or PWS paragraph referenced within each ACRN. Within each program, project, or PWS paragraph, the Contractor shall invoice in the same proportion as the amount of funding currently unliquidated (for each ACRN within the same fiscal year), starting with the earliest appropriation year.

(c) The contractor's invoice shall identify the appropriate Contract and Task Order number. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item Number (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Contracting Officer's Representative at the time of submission to WAWF.

G-3 DFAS SPECIAL PAYMENT INSTRUCTIONS - OTHER (SEP 2009) (PGI 204.7018(d)(12))

The payment office shall make payments from each ACRN in accordance with the amounts invoiced by CLIN/SLIN/ACRN as referenced on the contractor's invoice.

NOTE: This Task Order has multiple sources of funding. DFAS Special Payment Instructions (1)-(11) uses a first-in/first-out format that is not compatible with this multiple source funded Task Order. Special Payment Instruction (12) must be used to facilitate the multiple source funding structure of this Task Order for which invoicing will be made by ACRN from each CLIN/SLIN/ACRN as referenced on the contractor's invoice.

G-4 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (252.232-7006) (MAY 2013)

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

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

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

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is

done external to the entitlement system.

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

(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).

Cost Voucher

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

N/A

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

Routing Data Table*

<u>Field Name in WAWF</u>	<u>Data to be entered in WAWF</u>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00039
Admin DoDAAC	S0514A
Inspect By DoDAAC	N00039
Ship To Code	See Section D
Ship From Code	See Section D
Mark For Code	See Section D

Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N00039
Accept at Other DoDAAC LPO	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA05B
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

Name: Janet S. Fuller

Code: 43000

Address: 43031 Pacific Hwy, San Diego, CA 92110

Phone: (619) 537-8950

E-Mail: janet.s.fuller@navy.mil

(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.

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Gilberto Penserga

Code: 2.0B

Address: 4301 Pacific Highway, San Diego, CA 92110

Phone: (858) 537-0246

E-Mail: gilberto.penserga@navy.mil

G-6 CONTRACTING OFFICER's REPRESENTATIVE**Primary COR: Janet Fuller**

Code: 43000

Address: 4301 Pacific Hwy, San Diego, CA 92110

Phone: (619) 537-8950

E-mail: janet.s.fuller@navy.mil

SCI COR: Marc Schweighofer

Code: 41200

Address: 4301 Pacific Hwy, San Diego, CA 92110

Phone: (858) 537-0488

E-mail: marc.schweighofer@navy.mil

700101 1300594355

LLA :

AA 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00003595688

CIN 130059435500001

700102 1300594355

LLA :

AB 1761804 5B5B 251 00039 0 050120 2D 000000 COST CODE: A10003595688

CIN 130059435500002

700103 1300594355

LLA :

AC 1761804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20003595688

CIN 130059435500003

700104 1300594355

LLA :

AD 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A60003595688

CIN 130059435500007

700105 1300594355

LLA :

AE 1761804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A70003595688

CIN 130059435500008

700106 1300594355

LLA :

AF 1761804 5B2B 251 00039 0 050120 2D 000000 COST CODE: A80003595688

CIN 130059435500009

700107 1300594355

LLA :

AG 1761804 5FIT 251 00039 0 050120 2D 000000 COST CODE: A90003595688

CIN 130059435500010

700108 1300594355

LLA :

AH 1761804 5C2C 251 00039 0 050120 2D 000000 COST CODE: B00003595688

CIN 130059435500011

700109 1300594355

LLA :

AJ 1761804 5C5C 251 00039 0 050120 2D 000000 COST CODE: B10003595688

CIN 130059435500012

700110 1300594355

LLA :

AK 1761804 5C6C 251 00039 0 050120 2D 000000 COST CODE: B20003595688

CIN 130059435500013

900101 1300594355

LLA :

AA 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00003595688

CIN 130059435500001

BASE Funding

Cumulative Funding

MOD 01 Funding

Cumulative Funding

MOD 02

700111 1300628622

LLA :

AL 1771804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00003880212

4.3.4 - MPT Support

CIN 130062862200001

700112 1300628622

LLA :

AM 1771804 5C2C 251 00039 0 050120 2D 000000 COST CODE: A10003880212

4.3.4 - MPT Support
CIN 130062862200002

700113 1300628622

LLA :

AN 1771804 5C5C 251 00039 0 050120 2D 000000 COST CODE: A20003880212

4.3.4 - MPT Support
CIN 130062862200003:

700114 1300628622

LLA :

AP 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A30003880212

4.3.4 - PWM 790 STACC
CIN 130062862200004:

700115 1300628622

LLA :

AQ 1771804 5C2C 257 00039 0 050120 2D 000000 COST CODE: A40003880212

4.3.4 - HARPS
CIN 130062862200005:

MOD 02 Funding
Cumulative Funding

MOD 03

900102 1300628622-0001

LLA :

AN 1771804 5C5C 251 00039 0 050120 2D 000000 COST CODE: A20003880212

4.3.4 - MPT Support
CIN 130062862200006

MOD 03 Funding
Cumulative Funding

MOD 04

700115 1300628622

LLA :

AQ 1771804 5C2C 257 00039 0 050120 2D 000000 COST CODE: A40003880212

4.3.4 - HARPS
CIN 130062862200005:

700116 1300628622-0002

LLA :

AR 1771804 5FIT 251 00039 0 050120 2D 000000 COST CODE: A50003880212

4.3.4 - MPT Support

CIN 130062862200008

700117 1300628622-0002

LLA :

AS 1771804 5C5C 251 00039 0 050120 2D 000000 COST CODE: A60003880212

4.3.4 - MPT PMW 120 Training Video

CIN 130062862200009

MOD 04 Funding

Cumulative Funding

MOD 05

700114 1300628622

LLA :

AP 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A30003880212

4.3.4 - PWM 790 STACC

CIN 130062862200004:

700115 1300628622

LLA :

AQ 1771804 5C2C 257 00039 0 050120 2D 000000 COST CODE: A40003880212

4.3.4 - HARPS

CIN 130062862200005:

700116 1300628622-0002

LLA :

AR 1771804 5FIT 251 00039 0 050120 2D 000000 COST CODE: A50003880212

4.3.4 - MPT Support

CIN 130062862200008

900102 1300628622-0001

LLA :

AN 1771804 5C5C 251 00039 0 050120 2D 000000 COST CODE: A20003880212

4.3.4 - MPT Support

CIN 130062862200006

MOD 05 Funding

MOD 06

710101 1300670104

LLA :

AT 1771804 5B2B 251 00039 0 050120 2D 000000 COST CODE: A00004173262

4.3.4 - MPT Support

CIN 130067010400001

710102 1300670104

LLA :

AU 1771804 5B5B 251 00039 0 050120 2D 000000 COST CODE: A10004173262

4.3.4 - MPT Support

CIN 130067010400002

710103 1300670104

LLA :

AV 1771804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20004173262

4.3.4 - MPT Support

CIN 130067010400003

710104 1300670104

LLA :

AW 1771804 5C2C 257 00039 0 050120 2D 000000 COST CODE: A30004173262

4.3.4 - HARPS

CIN 130067010400004

710105 1300670104

LLA :

AX 1771804 5C2C 251 00039 0 050120 2D 000000 COST CODE: A40004173262

4.3.4 - MPT Support

CIN 130067010400005

710106 1300670104

LLA :

AY 1771804 5C5C 251 00039 0 050120 2D 000000 COST CODE: A50004173262

4.3.4 - MPT Support

CIN 130067010400006

710107 1300670104

LLA :

AZ 1771804 5C6C 251 00039 0 050120 2D 000000 COST CODE: A60004173262

4.3.4 - MPT Support

CIN 130067010400007

710108 1300670104

LLA :

BA 1771804 5FIT 251 00039 0 050120 2D 000000 COST CODE: A70004173262

4.3.4 - MPT Support

CIN 130067010400008

710109 1300670104

LLA :

BB 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A80004173262

4.3.4 - PMW 790 STACC - I

CIN 130067010400009

710110 1300670104

LLA :

BC 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A90004173262

4.3.4 - MPT Support

CIN 130067010400010

710111 1300670104

LLA :

BD 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE: B00004173262

4.3.4 - PMW 790 STACC II

CIN 130067010400011

710112 1300670104

LLA :

BE 1771804 5U7N 251 00039 0 050120 2D 000000 COST CODE: B10004173262

4.3.4 - MPT Support

CIN 130067010400012

910101 1300670104

LLA :

AZ 1771804 5C6C 251 00039 0 050120 2D 000000 COST CODE: A60004173262

4.3.4 - MPT Support

CIN 130067010400007

910102 1300670104

LLA :

BD 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE: B00004173262

4.3.4 - PMW 790 STACC - II

CIN 130067010400011

MOD 06 Funding

Cumulative Funding

MOD 07 Funding

Cumulative Funding

MOD 08 Funding

Cumulative Funding

MOD 09

710113 130068887100008

LLA :

BG 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004337361

4.3.4 HARPS

CIN 130068887100002

910103 130068887100009

LLA :

BF 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004337361

4.3.4 MPT Support

CIN

MOD 09 Funding

Cumulative Funding

MOD 10 Funding

Cumulative Funding

MOD 11

710113 130068887100008

LLA :

BG 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004337361

4.3.4 HARPS

CIN 130068887100002

MOD 11 Funding

Cumulative Funding

MOD 12

710114 1300688871-0002

LLA :

BF 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004337361

4.3.4 MPT Support

130068887100004

710115 1300688871-0002 62143.00

LLA :

BG 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004337361

4.3.4 HARPS

130068887100005

710116 1300688871-0002

LLA :

BH 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20004337361

4.3.4 STACC II

130068887100006

910104 1300688871-0002

LLA :

BH 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20004337361

4.3.4 STACC II

130068887100006

MOD 12 Funding

Cumulative Funding

MOD 13

710113 130068887100008

LLA :

BG 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004337361

4.3.4 HARPS

CIN 130068887100002

710117 130068887100007

LLA :

BJ 1781804 5C1C 251 00039 0 050120 2D 000000 A30004337361

4.3.4 RF Comms NTSP

130068887100007

910103 130068887100009

LLA :

BF 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004337361

4.3.4 MPT Support

MOD 13 Funding

Cumulative Funding

MOD 14

720101 13007284610001

LLA :

BK 1781804 5B2B 251 00039 0 050120 2D 000000 COST CODE: A00004613358

4.3.4 MPT Support

720102 130072846100010

LLA :

BL 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004613358

4.3.4 MPT Support

720103 130072846100011

LLA :

BM 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20004613358

4.3.4 - PMW 790 STACC II

720104 13007284610004

LLA :

BN 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A30004613358

4.3.4 RF Comms NTSP

720105 13007284610005

LLA :

BP 1781804 5C5C 251 00039 0 050120 2D 000000 COST CODE: A40004613358

4.3.4 MPT Support

720106 13007284610006

LLA :

BQ 1781804 5FIT 251 00039 0 050120 2D 000000 COST CODE: A50004613358

4.3.4 MPT Support

720107 13007284610007

LLA :

BR 1781804 5T4M 251 00039 0 050120 2D 000000 COST CODE: A60004613358

4.3.4 MPT Support

920101 13007284610002

LLA :

BL 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004613358

4.3.4 MPT Support

MOD 14 Funding

Cumulative Funding

MOD 15

710116 1300688871-0002

LLA :

BH 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20004337361

4.3.4 STACC II

130068887100006

720102 130072846100010

LLA :

BL 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004613358

4.3.4 MPT Support

720103 130072846100011

LLA :

BM 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20004613358

4.3.4 - PMW 790 STACC II

720108 130072846100009

LLA :

BS 1781804 5C1C 257 00039 0 050120 2D 000000 A70004613358

4.3.4 HARPS Support

MOD 15 Funding

Cumulative Funding

MOD 16

720102 130072846100010

LLA :

BL 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004613358

4.3.4 MPT Support

720109 130074146900001

LLA :

BT 1781804 22M1 252 6308P 056521 2D C5N703 63082825N7NQ

4.3.4 RF COMMS

MOD 16 Funding

Cumulative Funding

MOD 17

720110 130078342700001

LLA :

BU 1791804 5C1C 257 00039 0 050120 2D 000000 A00005031027

4.3.4 HARPS

CIN: 130078342700001

ITEM: 0001

920102 130078342700002

LLA :

BU 1791804 5C1C 251 00039 0 050120 2D 000000 A10005031027

4.3.4 MPT Support

CIN: 130078342700002

ITEM: 0002

MOD 17 Funding

Cumulative Funding

MOD 18

720111 130081183000001

LLA :

BV 1791804 5C1C 251 00039 0 050120 2D 000000 A00005274632

4.3.4 MPT Support

CIN: 130081183000001

Item: 0001

730101 130081187100001

LLA :

BW 1791804 5C1C 257 00039 0 050120 2D 000000 A00005274554

4.3.4 HARPS

CIN: 130081187100001

ITEM: 0001

730102 130081187100002

LLA :

BX 1791804 5B2B 251 00039 0 050120 2D 000000 A10005274554

4.3.4 MPT

CIN: 130081187100002

ITEM: 0002

730103 130081187100003

LLA :

BY 1791804 5C1C 251 00039 0 050120 2D 000000 A20005274554

4.3.4 MPT

CIN: 130081187100003

ITEM: 0003

730104 130081187100004

LLA :

BZ 1791804 5C5C 251 00039 0 050120 2D 000000 A30005274554

4.3.4 MPT

CIN: 130081187100004

ITEM: 0004

730105 130081187100005

LLA :

CA 1791804 5C6C 251 00039 0 050120 2D 000000 A40005274554

4.3.4 MPT

CIN: 130081187100005

ITEM: 0005

730106 130081187100006

LLA :

CB 1791804 5FIT 251 00039 0 050120 2D 000000 A50005274554

4.3.4 MPT

CIN: 130081187100006

ITEM: 0006

730107 130081187100007

LLA :

CC 1791804 5T4M 251 00039 0 050120 2D 000000 A60005274554

4.3.4 MPT

CIN: 130081187100007

ITEM: 0008

730108 130081187100008

LLA :

CD 9790111 5ACQ 251 00039 0 050120 2D 000000 A70005274554

4.3.4 Data Science

CIN: 130081187100008

ITEM: 0008

730109 130081499000001

LLA :

CE 1791804 5C1C 251 00039 0 050120 2D 000000 A00005312270

4.3.4 RF COMMS

CIN: 130081499000001

ITEM: 0001

730110 130081499000002

LLA :

CF 1791804 KT1M 252 00025 068732 2D 9RC278 AAU0084SGNAQ

4.3.4 NAVFAC Strategic Design Init.

CIN: 130081499000002

ITEM: 0002

730111 130081499000003

LLA :

CG 9790111 5ACQ 251 00039 0 050120 2D 000000 A10005312270

6.0 Agile Training

CIN: 130081499000003

ITEM: 0003

920102 130078342700002

LLA :

BU 1791804 5C1C 251 00039 0 050120 2D 000000 A10005031027

4.3.4 MPT Support

CIN: 130078342700002

ITEM: 0002

920103 130081183000001

LLA :

BV 1791804 5C1C 251 00039 0 050120 2D 000000 A00005274632

4.3.4 MPT Support

CIN: 130081183000001

ITEM: 0001

930101 130081187100003

LLA :

BY 1791804 5C1C 251 00039 0 050120 2D 000000 A20005274554

4.3.4 MPT

CIN: 130081187100003

ITEM: 0003

930102 130081187100008

LLA :

CD 9790111 5ACQ 251 00039 0 050120 2D 000000 A70005274554

4.3.4 Data Science

CIN: 130081187100008

ITEM: 0008

930103 130081499000002

LLA :

CF 1791804 KT1M 252 00025 068732 2D 9RC278 AAU0084SGNAQ

4.3.4 NAVFAC Strategic Design Init.

CIN: 130081499000002

ITEM: 0002

930104 130081499000003

LLA :

CG 9790111 5ACQ 251 00039 0 050120 2D 000000 A10005312270

6.0 Agile Training
 CIN: 130081499000003
 ITEM: 0003

MOD 18 Funding
 Cumulative Funding

MOD 19

730112 130083476200001
 LLA :
 CH 1701804 5C1C 251 00039 0 050120 2D 000000 A00005483504
 4.3.4 RF COMMS
 CIN: 130083476200001

MOD 19 Funding
 Cumulative Funding

Accounting Data

CLIN/SLIN	PR Number	Amount
N00178-04-D-4070-NS0320		
730112	130083476200001	
LLA :		
CH 1701804 5C1C 251 00039 0 050120 2D 000000 A00005483504		
Standard Document #:		
4.3.4 RF COMMS CIN: 130083476200001		
730113	130086681800001	
LLA :		
CJ 1701804 5C1C 251 00039 0 050120 2D 000000 A00005701166		
Standard Document #:		
4.3.4 MPT CIN: 130086681800001 ITEM: 0001		
730114	130086681800002	
LLA :		
CK 1701804 7B1B 251 F7025 056521 2D C004GX 570250F2SOQQ		

Accounting Data

Standard Document #:

4.3.4 CNAP MPT Analysis ITEM 0002 CIN:130086681800002

930102

130081187100008

LLA :

CD 9790111 5ACQ 251 00039 0 050120 2D 000000 A70005274554

Standard Document #:

4.3.4 Data Science CIN: 130081187100008 ITEM: 0008

930104

130081499000003

LLA :

CG 9790111 5ACQ 251 00039 0 050120 2D 000000 A10005312270

Standard Document #:

6.0 Agile Training CIN:

MOD 20 Funding:

N00178-04-D-4070-NS0321

MOD 21 Funding:

Cumulative Funding:

N00178-04-D-4070-NS0322

730111

130081499000003

LLA :

CG 9790111 5ACQ 251 00039 0 050120 2D 000000 A10005312270

Standard Document #:

6.0 Agile Training CIN: 130081499000003 ITEM: 00

730112

130083476200001

LLA :

CH 1701804 5C1C 251 00039 0 050120 2D 000000 A00005483504

Standard Document #:

Accounting Data

4.3.4 RF COMMS CIN: 130083476200001

730114 130086681800002

LLA :

CK 1701804 7B1B 251 F7025 056521 2D C004GX 570250F2SOQQ

Standard Document #:

4.3.4 CNAP MPT Analysis ITEM 0002 CIN:130086681800002

740101 130088006300001

LLA :

CL 1701804 5M4K 257 00039 0 050120 2D 000000 COST CODE: A00005791176

Standard Document #:

740102 130088006300002

LLA :

CM 1701804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A10005791176

Standard Document #:

740103 130088006300003

LLA :

CN 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20005791176

Standard Document #:

740104 130088006300004

LLA :

CP 1701804 5B2B 251 00039 0 050120 2D 000000 COST CODE: A30005791176

Standard Document #:

740105 130088006300005

LLA :

CQ 1701804 5B2B 251 00039 0 050120 2D 000000 COST CODE: A40005791176

Standard Document #:

740106 130088006300006

LLA :

CR 1701804 5C6C 251 00039 0 050120 2D 000000 COST CODE: A50005791176

Accounting Data

Standard Document #:

740107 130088006300007

LLA :

CS 1701804 5T4M 251 00039 0 050120 2D 000000 COST CODE: A60005791176

Standard Document #:

740108 130088006300008

LLA :

CT 1701804 5FIT 251 00039 0 050120 2D 000000 COST CODE: A70005791176

Standard Document #:

740109 130088006300009

LLA :

CU 1701804 7B1B 251 F7025 056521 2D C004GX COST CODE: 570250F2SOQQ

Standard Document #:

740110 130088006300010

LLA :

CV 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A80005791176

Standard Document #:

740111 130088006400001

LLA :

CW 1701804 5C5C 257 00039 0 050120 2D 000000 COST CODE: A00005791324

Standard Document #:

740112 130088006500001

LLA :

CX 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00005791330

Standard Document #:

740113 130088115700001

LLA :

CY 9790111 5ACQ 251 00039 0 050120 2D 000000 COST CODE: A00005800933

Standard Document #:

Accounting Data

740114 130088115700002

LLA :

CZ 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10005800933

Standard Document #:

740115 130088115700003

LLA :

DA 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20005800933

Standard Document #:

740116 130088115700004

LLA :

DB 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A30005800933

Standard Document #:

940101 130088006300003

LLA :

CN 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20005791176

Standard Document #:

940102 130088006300007

LLA :

CS 1701804 5T4M 251 00039 0 050120 2D 000000 COST CODE: A60005791176

Standard Document #:

940103 130088006400001

LLA :

CW 1701804 5C5C 257 00039 0 050120 2D 000000 COST CODE: A00005791324

Standard Document #:

940104 130088115700001

LLA :

CY 9790111 5ACQ 251 00039 0 050120 2D 000000 COST CODE: A00005800933

Standard Document #:

MOD 22 Funding:

Cumulative Funding:

Accounting Data

N00178-04-D-4070-NS0323

740110 130088006300010

LLA :

CV 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A80005791176

Standard Document #:

740117 130088492800001

LLA :

DC 9790111 5ACQ 251 00039 0 050120 2D 000000 COST CODE: A00005827763

Standard Document #:

740118 130088115700005

LLA :

DD 1701804 7B1B 251 F7025 056521 2D C004GX COST CODE: 570250F2SOQQ

Standard Document #:

740119 130088115700006

LLA :

DE 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A40005800933

Standard Document #:

740120 130088562900001

LLA :

DF 1701804 6CCY 251 P6001 056521 2D C005SN COST CODE: 360010CITSEQ

Standard Document #:

740121 130088006300012

LLA :

DG 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A90005791176

Standard Document #:

740122 130088006300013

LLA :

DH 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: B00005791176

Standard Document #:

Accounting Data

940105 130088115700005

LLA :

DD 1701804 7B1B 251 F7025 056521 2D C004GX COST CODE: 570250F2SOQQ

Standard Document #:

940106 130088562900001

LLA :

DF 1701804 6CCY 251 P6001 056521 2D C005SN COST CODE: 360010CITSEQ

Standard Document #:

MOD 23 Funding:

Cumulative Funding:

N00178-04-D-4070-NS0324

740123 130089825900001

LLA :

DJ 1711804 8B5B 253 240V0 0 050120 2D 000000 COST CODE: A00005925753

Standard Document #:

940107 130089825900002

LLA :

DJ 1711804 8B5B 253 240V0 0 050120 2D 000000 COST CODE: A00005925753

Standard Document #:

MOD 24 Funding:

Cumulative Funding:

N00178-04-D-4070-NS0325

740123 130089825900001

LLA :

DJ 1711804 8B5B 253 240V0 0 050120 2D 000000 COST CODE: A00005925753

Standard Document #:

Accounting Data

740124 130090705900009
LLA :
DK 1711804 5B2B 257 00039 0 050120 2D 000000 A00005981999
Standard Document #:

740125 130090705900010
LLA :
DL 1711804 5FIT 257 00039 0 050120 2D 000000 A10005981999
Standard Document #:

740126 130090705900006
LLA :
DM 1711804 5B2B 251 00039 0 050120 2D 000000 A20005981999
Standard Document #:

740127 130090705900008
LLA :
DN 1711804 5C6C 251 00039 0 050120 2D 000000 A30005981999
Standard Document #:

MOD 25 Funding:
Cumulative Funding:

N00178-04-D-4070-NS0326

740124 130090705900009
LLA :
DK 1711804 5B2B 257 00039 0 050120 2D 000000 A00005981999
Standard Document #:

740125 130090705900010
LLA :
DL 1711804 5FIT 257 00039 0 050120 2D 000000 A10005981999
Standard Document #:

Accounting Data

740126 130090705900006
LLA :
DM 1711804 5B2B 251 00039 0 050120 2D 000000 A20005981999
Standard Document #:

740127 130090705900008
LLA :
DN 1711804 5C6C 251 00039 0 050120 2D 000000 A30005981999
Standard Document #:

740128 130090705900005
LLA :
DP 1711804 5FIT 251 00039 0 050120 2D 000000 A40005981999
Standard Document #:

740129 130090705900007
LLA :
DQ 1711804 5C6C 251 00039 0 050120 2D 000000 A50005981999
Standard Document #:

740130 130094442100001
LLA :
DR 1711804 5C1C 251 00039 0 050120 2D 000000 A00006183649
Standard Document #:

740131 130094422000001
LLA :
DS 9700111 5ACQ 251 00039 0 050120 2D 000000 A00006183490
Standard Document #:

940108 130090705900005
LLA :
DP 1711804 5FIT 251 00039 0 050120 2D 000000 A40005981999
Standard Document #:

Accounting Data

940109

130090705900008

LLA :

DN 1711804 5C6C 251 00039 0 050120 2D 000000 A30005981999

Standard Document #:

MOD 26 Funding:

Cumulative Funding:

Section H - Special Contract Requirements

H-1 SEGREGATION OF COSTS (5252.232-9206) (DEC 2003)

- (a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.
- (b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

H-2 DATA RIGHTS

The Data Rights clause(s) in the basic contract are invoked for this task order.

H-3 CONTRACTOR PICTURE BADGE (5252.204-9202) (JUL 2013)

- (a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSSYSCOM prior to completion of the picture badge request.
- (b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.
- (c) At the completion of the contract, the contractor shall forward to SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

H-4 CONTRACTOR IDENTIFICATION (5252.237-9602)(MAY 2004)

- a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this task order.
- (c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (5252.227-9207) (APR 2010)

- a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable

measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a) 4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018 a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires

the furnishing of Information.

H-6 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information. This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's

organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other members of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company, and subsidiaries (if any), and any financial interest they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-6 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE _____

TYPED NAME _____

DATE _____

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

(1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service")

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

H-7 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details and otherwise serve to accomplish the contractual statement of work.
 - (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work descriptions.
- (b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the “CHANGES” clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the task order.

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor’s basic SeaPort IDIQ contract is incorporated in this task order by reference.

H-9 REIMBURSEMENT OF TRAVEL COSTS (5252.231-9200) (JAN 2006)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer’s Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor’s estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

- (1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and

lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles. In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from

residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles. In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles. In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles. In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles). In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles). In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(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 aid 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:

NAME: Mr. Brody Haydel

CODE: SPAWAR 2.1.3

ADDRESS: 4301 Pacific Hwy, San Diego, CA 92110

TELEPHONE: (619) 524-7202

E-MAIL: brody.haydel@navy.mil

H-11 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (5252.209-9206) (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-12 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including –

(1) DoD-approved information assurance workforce certification appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

H-13 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 TOAL 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 SBA's 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.

H-14 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (5252.237-9603)(AUG 2011)

(i) Definition. As used in this clause, "sensitive information" includes:

(i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;

(ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);

- (iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;
- (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).
- (ii) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.
- (iii) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—
- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.
- (iv) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.
- (v) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.
- (vi) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.
- (vii) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Contractor Non-Disclosure Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor

personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

Section I - Contract Clauses

I-1 OPTION TO EXTEND SERVICES (FAR 52.217-8) (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.

I-2 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (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, 6 months.

I-3 LIMITATIONS ON SUBCONTRACTING (52.219-14) (NOV 2011)

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

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

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

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

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

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

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

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

I-4 SUBCONTRACTS- ALTERNATE I (FAR 52.244-2) (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

Any subcontract over the Simplified Acquisition Threshold (SAT) that was not initially proposed regardless of whether the potential subcontractor(s) have an approved accounting system

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data

are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause. (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

Booz Allen Hamilton Inc. (COST)

Cape Henry Associates (COST)

Harris Corporation (COST)

Jardon and Howard Technologies, Inc. (COST)

I-5 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (OCT 2015)(252.203-7997)(DEVIATION 2016-O0003)

(a) The Contractor shall not require employees or subcontractors seeing to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by the clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414 or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

I-6 CLAUSES INCORPORATED BY REFERENCE (52.252-2)(Feb 1998)

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

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

<http://www.farsite.hill.af.mil/>

I-7 RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS (252.227-7013) (FEB 2014)

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

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

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

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

software documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights 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;
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—
 - (A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or
 - (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) *Government purpose rights.*

- (i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—
 - (A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or
 - (B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
- (ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.
- (iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____
 Printed Name and Title _____

 Signature _____

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

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

(End of legend)

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

LIMITED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

paragraph (f)(1) of this clause shall be followed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

and protected.

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

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

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

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

I-8 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION ITEMS (252.227-7014) (FEB 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) "Developed" means that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(15) “Restricted rights” apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;I-4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

(vi) Computer software or computer software documentation furnished to the Government, under this or any other

Government contract or subcontract thereunder with—

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

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

(2) *Government purpose rights.*

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

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

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

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

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

(3) *Restricted rights.*

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

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

(iii) The Contractor acknowledges that—

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

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

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

non-disclosure agreement; and

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

(4) *Specifically negotiated license rights.*

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking

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

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

situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

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

(End of legend)

(3) *Restricted rights markings.* Software delivered or otherwise furnished to the

Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

I-9 CLAUSES INCORPORATED BY REFERENCE

The SeaPort clauses in the contractor's basic contract are invoked for this Task Order in addition to the following clauses.

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

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2012)

I-10 DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls. (OCT 2016).

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

“Controlled technical information,” “covered contractor information system,” “covered defense information,” “cyber incident,” “information system,” and “technical information” are defined in clause [252.204-7012](#), Safeguarding Covered Defense

Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause [252.204-7012](#), shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see

[252.204-7012](#)(b)(2)—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see

<http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

I-11 DFARS 252.204-7009 Limitations on the Use or Disclosure of Third Party Contractor Reported Cyber Incident Information (OCT 2016)

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

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

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

“Covered defense information” means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

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

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

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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

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

(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in

the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause [252.204-7012](#), and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts.* The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

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

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

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

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

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

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

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

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

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

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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

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

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

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data—

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

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

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

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service

provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

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

Contractor shall—

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

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

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

<http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

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

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

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

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

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

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

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

I-13 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)(52.204-25)

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as

a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless

elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery

contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number,

manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available

information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications

equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

Section J - List of Attachments

Attachment 1 - Performance Work Statement Revision 1, dated 05 January 2021

Exhibit A - Contract Data Requirements List (CDRLS)

Exhibit A, Attachment 1 - A001 Staffing Plan

Attachment 2 - Contract Security Classification Specification (DD 254)

Attachment 3 - Quality Assurance Surveillance Plan (QASP)

Attachment 4 - Employee Non Disclosure Agreements

Attachment Number	File Name	Description
	Attachment_3_-_QASP.pdf	Attachment 3 - Quality Assurance Surveillance Plan (QASP)
	Attachment_4_NDA_DEMARCHI.pdf	Attachment 4-N00017804D4070_NS03_NDA_BAH_Demarchi
	Attachment_2_-_DD254_dated_26SEPT2016.pdf	Attachment 2 - Contract Security Classification Specification (DD 254)
	Exhibit_A_Attachment_1_-_A001_Staffing_Plan.xlsx	Exhibit A Attachment 1 - A001 Staffing Plan
	Exhibit_A_-_CDRLS_dated_29SEPT2016.pdf	Exhibit A - Contract Data Requirements List (CDRLS)
	Attachment_4_NDA_Bull.pdf	Attachment 4-N00017804D4070_NS03_NDA_BAH_Bull
	Attachment_1_PWS_MAY_2016.pdf	Attachment 1 - Performance Work Statement (PWS)
	Attachment_4_NDA_BOYD.pdf	Attachment 4-N00017804D4070_NS03_NDA_BAH_Boyd
	Attachment 1 - Performance Work Statement Revision 1, dated 05 January 2021.pdf	Attachment 1 - Performance Work Statement Revision 1, dated 05 January 2021