

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 23-Dec-2017	4. REQUISITION/PURCHASE REQ. NO. 1300687964	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307 michael.kahyai@navy.mil 805-509-1113	CODE N63394	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 9174 Sky Park Court, Suite 100 SAN DIEGO CA 92123-4353	CODE	S0514A SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) INDUS TECHNOLOGY INC 2243 San Diego Ave San Diego CA 92110		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4067 / N6426717F3001
		10B. DATED (SEE ITEM 13) 28-Jun-2017
CAGE CODE 1BGW9	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mariluz Chan-Endres, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Mariluz Chan-Endres (Signature of Contracting Officer)	16C. DATE SIGNED 22-Dec-2017
(Signature of person authorized to sign)			

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to provide incremental funding in the amount of [REDACTED] via the following PR/TI#s:

PR# 1300687964 / TI#s 02,03,04 Rev1.

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7001AH	WCF	0.00	[REDACTED]	[REDACTED]
7001AJ	WCF	0.00	[REDACTED]	[REDACTED]
7001AK	WCF	0.00	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	[REDACTED]	[REDACTED]	[REDACTED]
7001AH	0.00	[REDACTED]	[REDACTED]
7001AJ	0.00	[REDACTED]	[REDACTED]
7001AK	0.00	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From	To
7001AE	6/28/2018 - 6/27/2019	6/28/2017 - 6/27/2018
7001AF	6/28/2019 - 6/27/2020	6/28/2017 - 6/27/2018
7001AG	6/28/2020 - 6/27/2021	6/28/2017 - 6/27/2018
7001AH		6/28/2017 - 6/27/2018
7001AJ		6/28/2017 - 6/27/2018
7001AK		6/28/2017 - 6/27/2018

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	BASE YEAR LABOR CEILING: PROVIDE CUSTOMER SUPPORT AND PROGRAM MANAGEMENT SUPPORT TO AIR DOMINANCE NAVAL SURFACE WARFARE CENTER PORT HUENEME (NSWC PHD) IN ACCORDANCE WITH STATEMENT OF WORK IN SECTION C. (WCF)		LH			\$
7001		Base Year Funding: The Contractor shall invoice the following priced SLINs in accordance with Invoice Instructions at Section G.					\$
7001AA	R425	Labor; TI-BASE-02; SOW PARA 10.21-10.71(a) (WCF)	1.0	LO	\$	\$	\$
7001AB	R425	Labor; TI-BASE-03; SOW PARA 20.10-20.72(a) (WCF)	1.0	LO	\$	\$	\$
7001AC	R425	Labor; TI-BASE-04; SOW PARA 30.10 - 30.60 (WCF)	1.0	LO	\$	\$	\$
7001AD	R425	Funding doc 1300664045. Cust Supp Prog Mgmt Services TIs 1-4. FUNDING DOC: WCF APPN: OVERHEAD SECTION C PARA: 10.10 - 10.20(B1) 10.21 - 10.71(A) 20.10 - 20.72(A) 30.10 - 30.60 (WCF)	1.0	LO	\$	\$	\$
7001AE	R425	Funding doc 1300672346. Cust Supp Prog Mgmt Services. TI-BASE-02- Customer Support Services. FUNDING DOC: WCF APPN: OVERHEAD SECTION C PARA: 10.21-10.71(A) (WCF)	1.0	LO	\$	\$	\$
7001AF	R425	Funding doc 1300672346. Cust Supp Prog Mgmt Services. TI-BASE-03- Financial Support Services. FUNDING DOC: WCF APPN: OVERHEAD SECTION C PARA: 20.10-20.20.72(A) (WCF)	1.0	LO	\$	\$	\$
7001AG	R425	Funding doc 1300672346. Cust Supp Prog Mgmt Services. TI-BASE-04- Document Control Services. FUNDING DOC: WCF APPN: OVERHEAD SECTION C PARA: 30.10-30.60 (WCF)	1.0	LO	\$	\$	\$

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001AH	R425	PR# 1300687964 Cust Supp Prog Mgmt Services. TI-BASE-02 Customer Support Services. APPN: WCF PARA 10.21 - 10.71(a) (WCF)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
7001AJ	R425	PR#: 1300687964 Cust Supp Prog Mgmt Services. TI-BASE-03 Financial Support Services. APPN: WCF PARA 20.10 - 20.20.72(a) (WCF)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
7001AK	R425	PR#: 1300687964 Cust Supp Prog Mgmt Services. TI-BASE-04 Document Control Center Services. APPN: WCF PARA 30.10 - 30.60 (WCF)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		CONTRACT DATA REQUIREMENTS LIST(CDRL)DATA/TECH DATA REQUIREMENTS IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	OPTION YEAR ONE PROVIDE CUSTOMER SUPPORT AND PROGRAM MANAGEMENT SUPPORT TO AIR DOMINANCE NAVAL SURFACE WARFARE CENTER PORT HUENEME (NSWC PHD) IN ACCORDANCE WITH STATEMENT OF WORK IN SECTION C. (WCF) Option	87605.0	LH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		CONTRACT DATA REQUIREMENTS LIST(CDRL)DATA/TECH DATA REQUIREMENTS IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	OPTION YEAR TWO PROVIDE CUSTOMER SUPPORT AND PROGRAM MANAGEMENT SUPPORT TO AIR DOMINANCE NAVAL SURFACE WARFARE CENTER PORT HUENEME (NSWC PHD) IN ACCORDANCE WITH STATEMENT OF WORK IN SECTION C. (WCF) Option	91460.0	LH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		CONTRACT DATA REQUIREMENTS LIST(CDRL)DATA/TECH DATA REQUIREMENTS IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	OPTION YEAR THREE PROVIDE CUSTOMER SUPPORT AND PROGRAM MANAGEMENT SUPPORT TO AIR DOMINANCE NAVAL SURFACE WARFARE CENTER PORT HUENEME (NSWC PHD) IN ACCORDANCE WITH STATEMENT OF WORK IN SECTION C. (WCF) Option	95316.0	LH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		CONTRACT DATA REQUIREMENTS LIST(CDRL)DATA/TECH DATA REQUIREMENTS IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	OPTION YEAR FOUR PROVIDE CUSTOMER SUPPORT AND PROGRAM MANAGEMENT SUPPORT TO AIR DOMINANCE NAVAL SURFACE WARFARE CENTER PORT HUENEME (NSWC PHD) IN ACCORDANCE WITH	99174.0	LH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		STATEMENT OF WORK IN SECTION C. (WCF)					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		CONTRACT DATA REQUIREMENTS LIST(CDRL)DATA/TECH DATA REQUIREMENTS IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW).	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	BASE YEAR ODC (TRAVEL, MATERIALS) CEILING (WCF)	1.0	LO	\$ [REDACTED]
9001		The contractor shall invoice the following priced SLINs in accordance with Invoice Instructions at Section G.			\$ [REDACTED]
9001AA	R425	ODC IN SUPPORT OF CLIN 7000,7001 (WCF)	1.0	LO	\$ [REDACTED]
9001AD	R425	ODC in support of CLIN 7001 (WCF)	1.0	LO	\$ [REDACTED]
9001AE	R425	ODC in support of CLIN 7001 (WCF)	1.0	LO	\$ [REDACTED]
9001AF	R425	ODC in support of CLIN 7001 (WCF)	1.0	LO	\$ [REDACTED]
9001AG	R425	ODC in support of CLIN 7001 (WCF)	1.0	LO	\$ [REDACTED]
9100	R425	ODC-TRAVEL, MATERIALS, ODC IN SUPPORT OF CLIN 7100 (WCF)	1.0	LO	\$ [REDACTED]
		Option			
9200	R425	ODC-TRAVEL, MATERIALS, ODC IN SUPPORT OF CLIN 7200 (WCF)	1.0	LO	\$ [REDACTED]
		Option			
9300	R425	ODC-TRAVEL, MATERIALS, ODC IN SUPPORT OF CLIN 7300 (WCF)	1.0	LO	\$ [REDACTED]
		Option			
9400	R425	ODC-TRAVEL, MATERIALS, ODC IN SUPPORT OF CLIN 7400 (WCF)	1.0	LO	\$ [REDACTED]
		Option			

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

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

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

(End of Text)

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

(End of Text)

HQ B-2-0010 NOTE (OPTION)

Note D - OPTION

Option item to which the Option clause listed in Section I (FAR 52.217-8 and 52.217-9) applies; and which is to be applied only if and to the extent said Option is exercised.

(End of Text)

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

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

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

(End of Text)

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)

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

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

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

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

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

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

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

(End of Text)

**HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE)
(FEB 1997)**

CLIN	CONTRACT TYPE
7000	CPFF
7099	NSP
9000	COST-ONLY
7100	CPFF
7199	NSP
9100	COST-ONLY
7200	CPFF
7299	NSP
9200	COST-ONLY
7300	CPFF
7399	NSP
9300	COST-ONLY
7400	CPFF
7499	NSP
9400	COST-ONLY

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Customer Support and Program Management Support Services
Naval Surface Warfare Center
Port Hueneme Division
Air Dominance Department

Section C – Statement of Work

1.00 BACKGROUND

1.01 This Task Order will provide Customer Support and Program Management Support Services to the Air Dominance Department of the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD), Port Hueneme, California. NSWC PHD is a field activity of Naval Sea Systems Command (NAVSEA).

1.02 NSWC PHD is the designated In-Service Engineering Agent (ISEA) for the Air and Missile Defense Radar (AMDR), Dual Band Radar (DBR), and Griffin Missile Systems, and AEGIS Combat System, which consists of the AEGIS Weapon System (AWS) and associated weapons systems that are integrated to various degrees with the AWS. Additionally, NSWC PHD is the AEGIS Combat Systems (ACS) ISEA and is Weapons System ISA for certain AWS elements and for designated non-ACS surface combatant weapons systems.

1.03 The Air Dominance Department executes engineering, technical, logistics and leadership functions to conduct the ISEA mission. The customer organizations served by the Air Dominance Department include the ships of the US Navy, US Navy shore activities, the navies of allied nations purchasing AEGIS and non-AEGIS ISEA services.

2.00 SCOPE

2.01 This Task Order shall provide Customer Support and Program Management Support Services to the Air Dominance Department. Services necessary to support the mission include:

- 10.00 General Customer Support
- 20.00 Financial Program Management Support
- 30.00 Document Control Center

2.02 Services shall be required at shore sites, land based test facilities, shipyards, and aboard ships in ports and at sea for the U.S., Allied Nations, and Foreign Military Sales customers. The ships and sites listed below are representative but not all inclusive of the major locations at which the work of this task order may be executed.

- 2.02(a) NSWC PHD Port Hueneme buildings
- 2.02(b) US Navy and foreign navy warships in port at Port Hueneme
- 2.02(c) Washington, D.C., and immediate environs
- 2.02(d) Major CONUS and OCONUS US Navy installations
- 2.02(e) Major CONUS defense Contractor locations

3.00 APPLICABLE DOCUMENTS AND STATEMENTS

- 3.01 System Security Authorization Agreement (SSAA)
- 3.02 Security Technical Implementation Guides (STIGS)
- 3.03 Assured Compliance Assessment Solution (ACAS) Scan Reports

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- 3.04 System Contingency Plan
- 3.05 System Risk Assessment
- 3.06 System Plan of Action and Milestones
- 3.07 Department of Defense (DoD) Information Technology Portfolio Repository
- 3.08 Department of the Navy (DITPR-DoN) documentation
- 3.09 Operational Designated Approving Authority (ODAA) meeting minutes
- 3.10 Privacy Impact Assessment Report
- 3.11 Information Assurance (IA) Command Action Forms (CAF)
- 3.12 Defense Federal Acquisition Regulation Supplement (DFARS) 252.239-7001
- 3.13 Information Assurance Contractor Training and Certification
- 3.14 DFARS 239.7102-3, Information Assurance Contractor Training and Certification
- 3.15 DoD Instruction 8570.01-M, Information Assurance Workforce Improvement Program
- 3.16 SECNAVINST 5239.20A
- 3.17 SECNAV M-5239.2

3.2 STATEMENTS

3.2.1

In accordance with SECNAV M-5510.30, the Navy Personnel Security Program Manual (Chapter 6, Section 6-6, Paragraphs 2b and 2c), Executive Order 13467 of June 30, 2008, as well as Homeland Security Presidential Directive 12 (HSPD-12) and United States Office of Personnel Management Memorandum, Final Credentialing Standards for Issuing Personal Identify Verification Cards under HSPD-12 dated 31 July 2008, the contractor shall ensure that all individuals performing work on behalf of the government have a current, favorably adjudicated background investigation of the appropriate type to determine fitness to perform work on behalf of the government as a contractor employee, perform sensitive national security duties, or have access to classified information. A background investigation equivalent to the current Tier requirement and which is still in scope is acceptable. Contractor employees who require access to classified information will be processed under the terms of the National Industrial Security Program (NISP) in alignment with the work requirements of the contract and security requirements on the applicable DD Form 254. Contractor employees who do not require access to classified information in performance of this contract but are assigned to sensitive national security duties, require access to sensitive information, or those that for other reasons require a fitness or trustworthiness determination shall be processed for the appropriate background investigation through the Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) Personnel Security Office for a Non-NISP investigation. Point of contact is the Personnel Security Specialist, (805) 228-7196.

NSWC PHD Command Security Manager (CSM) shall be made aware of any contractor personnel who have an investigation with an action pending, eligibility has been administratively withdrawn or pending, withdrawal of interim clearance eligibility, eligibility of no determination made, or final denial or revocation of security clearance eligibility.

The contractor shall prepare a monthly personnel roster of individuals performing work on behalf of the government. The reporting period shall be within 30 calendar days after effective date of order. Subsequent reports shall be submitted monthly thereafter, not later than the 10th day of the reporting month.

Access to DoD and DoN IT Systems

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Individuals who require IT-I level access to sensitive DoD and DoN IT systems require a favorably adjudicated Tier 5 investigation, and individuals who require IT-II level access to such systems require a favorably adjudicated Tier 3 investigation. All access to DoN IT systems is, at minimum, IT-II.

4.00 GENERAL REQUIREMENTS

4.10 The Contractor shall prepare a HAZMAT/HAZWASTE report for services provided under SOW Paragraphs 10.00 – 30.00. (CDRL A014).

4.20 The Contractor shall prepare an accident/incident for services provided under SOW Paragraphs 10.00 – 30.00. (CDRL A015).

4.30 The Contractor shall prepare a security list for services provided under SOW Paragraphs 10.00 – 30.00. (CDRL A011).

4.40 The Contractor shall prepare a listing of the technical accomplishments for services provided under SOW Paragraphs 10.00 – 30.00. (CDRL A012).

4.50 The Contractor shall prepare an emergency muster report for services provided under SOW Paragraphs 10.00 – 30.00. (CDRL A016).

4.60 The Contractor shall prepare a funds and man-hours expenditure report for services provided under SOW Paragraphs 10.00 – 30.00. (CDRL A019).

4.70 The Contractor shall prepare an emergency action plan for services provided under SOW Paragraphs 10.00 – 30.00. (CDRL A018).

4.80 The Contractor shall prepare a completion funding report for services provided under SOW Paragraphs 10.00 – 30.00. (CDRL A019).

4.90 The Contractor shall prepare a status report for services provided under SOW Paragraphs 10.00 – 30.00. (CDRL A012).

4.100 The Contractor shall prepare a quarterly training and access report for services provided under SOW Paragraphs 10.00 – 30.00. (CDRL A017).

4.110 Travel requirements are anticipated during the performance of this Task Order in support of Customer Support, Financial Program Management Support and Document Control Center tasking. Travel is expected to Navy shore sites, land-based test facilities, Navy shipyards CONUS and OCONUS facilities. OCONUS site of Honolulu, HI and Pearl Harbor, HI. These requirements will be further defined after Task Order award with the use of Technical Instructions.

4.110a The Contractor shall prepare trip reports for all services provided under the TIs. (CDRL A001)

5.0 SPECIFIC REQUIREMENTS

10.00 GENERAL CUSTOMER SUPPORT SERVICES

Scope. The support services required include: Air Dominance Information Management System (ADIMS) application development (ADIMS is composed of a web based interface leveraging the ASP.Net platform and includes a Structured Query Language (SQL) database, modules, forms, tables and stored procedures using in addressing various administrative and business process issues); Information Assurance (IA), Certification and Accreditation (C&A) and Information Systems Security Officer (ISSO) support services; Naval message processing, fleet issue tracking, presentation development, teleconference and conference room support, Division/Branch coordination meeting support, Product Data Reporting and Evaluating Program support, newsletter development, website/portal services.

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10.10 The Contractor shall monitor, maintain and develop new processes and applications for Combat Systems Engineering Support within the ADIMS environment.

10.11 The Contractor shall provide daily monitoring and maintenance services required to populate the ADIMS with new Air Dominance Department data.

10.12 The Contractor shall maintain documentation necessary to obtain and retain IA C&A for ADIMS.

10.13 The Contractor shall develop new and modify existing operations and engineering modules and business processes (approximately 10 per year) using ADIMS. (CDRL A003)

10.14 The Contractor shall develop all modules using Government Furnished Microsoft SQL Server, Microsoft Internet Information Services, ASP.NET, Microsoft Visual Basic.NET, and Infragistics Net Advantage custom controls. All applications/modules will utilize software engineering principles to include configuration management, software quality, and cost estimation.

10.15 The Contractor shall develop new module requirements documentation based on interviews with stakeholders. (CDRL A003)

10.16 The Contractor shall prepare and provide the Cyber Security Workforce (CSWF) Report. CSWF training, certification, and categorization information shall be collected, and consolidated to report for tracking purposes, for each individual performing tasking on this task order. **(CDRL A021)**

10.17 The Contractor shall prepare documentation for all source code, develop and maintain data dictionaries, and apply version control in test and production versions of modules. (CDRL A010)

10.17 (a) The Contractor shall prepare recommended alternative applications if efficiency and cost savings can be realized. (CDRL A003)

10.18 The Contractor shall research new and developing technology initiatives related to Combat System issue tracking fleet assistance programs and business application programs.

10.18 (a) The Contractor shall provide recommendations for use of new technology. (CDRL A003)

10.19 The Contractor shall provide technical and programmatic support of NMCI fielding and Legacy IT systems support. The Contractor shall stay apprised of NMCI day-to-day operations by monitoring the NMCI Homeport website and through feedback from Air Dominance Department employees.

10.19 (a) The Contractor shall research, document and report classified data spills within the Air Dominance Department. (CDRL A002)

10.19 (b) The Contractor shall provide interface support for NMCI operations oversight including but not limited to technical support for software and system testing and certification within the NMCI network and NMCI database maintenance.

10.19 (c) The Contractor shall investigate wide scale network issues/impacts and disseminate issue/impacts as required by ISSO.

10.19 (d) The Contractor shall maintain the NMCI Enterprise Tool (NET) ordering system and database. Maintenance includes querying and modifying individual NMCI asset records within the database, determining accuracy, and correcting deficiencies. Approximately 75 records per month will require modification.

10.19 (d1) The Contractor shall provide technical and programmatic support of OCONUS Navy Enterprise Network (ONE-NET) fielding and Legacy IT systems support.

10.19 (d2) The Contractor shall prepare technical specifications, drawings, or supporting documentation to move, add or change software, hardware or services on Government furnished NMCI computers. (CDRL A003)

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10.20 The Contractor shall be responsible for confirming with the Information Awareness Manager (IAM) and Chief Information Officer (CIO) that an accreditation package has met all of the requirements before releasing it to higher authority.

10.20 (a) The Contractor shall review, and maintain accreditation of Air Dominance Department unclassified and classified networks.

10.20 (b) The Contractor shall provide DoD Information Assurance Certification and Accreditation Process (DIACAP) expertise to perform functions during the DIACAP process.

10.20 (b1) The Contractor shall work with Command personnel to assist Air Dominance Department systems through the accreditation process.

10.21 The Contractor shall coordinate and attend meetings to support discussions of IA issues. A Government designated representative will chair these meetings and the Contractor shall document each meeting by formal minutes. (CDRL A004)

10.21 (a) The Contractor shall develop and present technical and nontechnical presentations to Air Dominance Department employees and all levels of Air Dominance Department management. (CDRL A006)

- Technical: The contractor shall receive from the Government the rough draft technical presentation material, including program execution information, and shall render it into the proper format, editing it for non-technical errors such as misspellings and obvious omissions, and prepare deliverables. (CDRL A006)

- Non-Technical Financial-Programmatic: The contractor shall develop, prepare, format and present to Air Dominance Department employees training material on financial products and services; and develop, prepare and present to Air Dominance Department management presentations on Department financial results, financial management efforts, and recommendations for action relative to tasking in Paragraphs 20.00 through 20.72(a). (CDRL A006)

10.22 The Contractor shall ensure that all Unclassified and Classified Naval messages (high priority, "action" or critical) are brought promptly to the attention of the cognizant technical code and verify their receipt by electronic or other means, to include telephonic or personal contact if necessary to ensure timely awareness of Fleet requirements by the technical or management personnel responsible for their resolution. Classified messages shall be obtained using Secure Internet Protocol Router Network (SIPRNET).

10.23 The Contractor shall electronically maintain a report showing ongoing fleet issues until resolution.

10.24 The Contractor shall prepare periodic presentations for Air Dominance Department management personnel showing current fleet issues and their status. (CDRL A006)

10.25 The Contractor shall electronically maintain current ship deployment schedules obtained via SIPRNET.

10.26 The Contractor shall set-up, participate and monitor communications via secure teleconference (audio or video) using Government furnished telecommunications equipment and facilities for combat systems readiness issues and resolution (Classified Video Teleconference (CVTC) and Secure Terminal Equipment (STE) telephone).

10.30 The Contractor shall provide website maintenance (develop and maintain content), database updates and generation of metrics on topics of management interest.

10.30 (a) The Contractor shall coordinate and prepare Air Dominance Department Executive Board reports, weekly status reports, and track Air Dominance Department action items. (CDRL A013)

10.30 (b) The Contractor shall modify and maintain various installation and engineering event schedules and calendars.

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10.40 The Contractor shall analyze and inspect Product Data Reporting and Evaluating Program (PDREP) material received.

10.40 (a) The Contractor shall enter Technical Receipt Inspection and Material Inspection Reports into the PDREP Database for all applicable materials.

10.40 (b) The Contractor shall generate metrics of PDREP. (CDRL A020)

10.40 (c) The Contractor shall assist with the Product Quality Discrepancy Reports (PQDRs) and Supply Discrepancy Reports (SDRs).

10.50 The Contractor shall develop and publish Air Dominance Department newsletters, including ensuring accuracy of articles, text and graphic layout and preparation for hard copy printing and distribution. (CDRL A005)

10.50 (a) The Contractor shall create electronic versions of the newsletters for posting on the Command and Air Dominance Department websites and for electronic distribution.

10.50 (b) The Contractor shall prepare electronic versions to the Air Dominance Department website content manager concurrent with newsletter hard copy distribution. (CDRL A005)

10.60 The Contractor shall provide Department website and Portal content management services as content manager. This includes but is not limited to research, design, production and maintenance of all website content; maintain user groups (roles and permissions) of all personnel that are approved by the Government to access portal content.

10.70 The Contractor shall provide multimedia presentation design, preparation, production, and set-up services for Air Dominance Department meetings and reviews.

10.70 (a) The Contractor shall receive presentation content from technical and non-technical subject matter experts, edit and prepare in Government provided format, and create multimedia presentations for the Air Dominance Department. (CDRL A006)

10.70 (b) The Contractor shall provide presentation coordination, attendance control, signage, minutes, action items, lessons learned, operations set up at all meetings and program, technical, and financial reviews.

10.71 The Contractor shall maintain and operate an average of 20 conference rooms to include 4 CLASSIFIED Video Teleconference (CVTC) and 10 UNCLASSIFIED VTC capable conference rooms with equipment terminal consoles and Audio/Visual components.

10.71 (a) The Contractor shall maintain, upgrade, repair or replace CVTC/VTC and Audio/Visual components. All conference rooms are provided by the Government. The requirement refers to each room, its installed equipment, and such audiovisual and computer equipment, to include telecommunications and displays, as may be installed either temporarily or permanently in such rooms during the period of performance of this requirement.

20.00 FINANCIAL PROGRAM MANAGEMENT SUPPORT SERVICES

Scope. The Contractor shall provide detailed financial analysis, budget preparation and execution services, funds tracking and allocation, and related specified services for the Air Dominance Department, consisting of approximately 37 branches among 7 divisions, plus 10 project offices.

Financial services provided under this requirement shall utilize Air Dominance Department and Command financial accounting software applications, including Enterprise Resource Planning (ERP), Industrial Logistics Support Management Information System (ILSMIS), COGNOS, DIFMS and the standard Microsoft Office Suite. Use shall not be made of applications that are not authorized for use on NMCI-compliant information systems. The Contractor shall apply industry-recognized and Navy-applicable techniques to all financial analysis and

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process improvement efforts for (1) the identification, evaluation, analysis, resolution, and implementation of a range of budgeting and programming problems such as the development of alternative methods of funding; (2) accomplishing a task or specific function; (3) formulation of budget estimates for programs where substantial re-budgeting and reprogramming is required each year; and (4) where programming reallocation is required throughout the fiscal year due to program fluctuations. Solutions, analyses, and decision recommendations shall comply with the program goals, objectives, work methods and functions of the Air Dominance Department and NSWC PHD as well as higher Sponsor and Program-levels organizations. The Contractor shall provide financial and program support services that comply with and be integrated into the NAVSEA, NSWC, NSWC PHD and Air Dominance Department financial, budgetary and program management systems and practices, involving the detailed use of established business practices and approved software applications. Variations from these practices and applications may be allowed at the discretion of the Government on a case-by-case exception basis only, due to compliance requirements established by higher authority.

Absent specific statutory, regulatory or policy constraints, the Contractor shall apply Government accepted Accounting Principles and NSWC PHD command and Air Dominance Department implemented business rules for using management information systems, office automation techniques, developing and implementing new automated systems for control and support of interrelated program operations. This includes the use of industry-standard and commonly-accepted statistical, accounting, budget and economic principles and techniques.

20.10 The Contractor shall provide financial services including accounting, budgeting, and financial reporting over the financial resources of the organization.

20.11 The Contractor shall collect, analyze and consolidate financial and management data to interpret the composite financial results and disseminate to all levels of the Air Dominance Department's management.

20.12 The Contractor shall review financial transactions to ensure fund propriety, correlation to approved financial plans, function and expense element propriety.

20.12 (a) The Contractor shall review, make recommendations, and support the development of financial policies, procedures, and objectives. (CDRL A003)

20.13 The Contractor shall prepare financial spreadsheets and verbal reports based on Government provided data to management for effective evaluation of program operations and milestones.

20.13 (a) The Contractor shall analyze, extract, summarize, and identify significant trends and issues from the financial spreadsheets. (CDRL A007)

20.14 The Contractor shall forecast and estimate project requirements and prepare programmatic reports, justifications, charts, graphs, statistical and narrative data, and similar financial products for top-level presentations and briefings. (CDRL A006)

20.20 The Contractor shall develop, format, coordinate Financial Reports. (CDRL A007)

20.30 The Contractor shall support the analysis of prior, current, and projected expenditures and review current commitments and obligations to develop input for the operating budget(s) and project carry-over dollars by program and appropriation. (CDRL A007)

20.31 The Contractor shall support the preparation, for review by Government Officials, justification and impact statements supporting the funding requirements for submission to respective Sponsors and Program managers for use in higher-level reviews. (CDRL A003)

20.32 The Contractor shall analyze and recommend options for use and rate of expenditures of authorized funds. (CDRL A003)

20.32 (a) The Contractor shall follow-up on outstanding procurement actions to ensure obligation and resolution of problem areas.

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20.32 (b) The Contractor shall analyze and provide recommendation on expenditure obligation, accrual and receipt acceptance with respect to planned carry-over target and operating budget execution. (CDRL A003)

20.40 The Contractor shall provide support for the creation and execution of the Air Dominance SEATASKs (Task Plan Sheets) and Task Plans.

20.40 (a) The Contractor shall monitor the funding status of many different appropriation types related to the SEATASKs (Task Plan Sheets) and Task Plans.

20.40 (b) The Contractor shall evaluate program accomplishments in relationship to cost variances and update and edit justification and impact statements justifying funding and manpower requirements for submission to higher management. (CDRL A003)

20.41 The Contractor shall receive and track an average of 40 new and modified funding documents per month.

20.42 The Contractor shall set up and track an average of 700 Network Activities annually per branch, for approximately 37 branches in 7 divisions, plus 10 project offices.

20.43 The Contractor shall track, analyze and provide recommendations relating to expenditures to determine shortfalls or surpluses. (CDRL A003)

20.50 The Contractor shall implement funding procedures to ensure manpower and budget forecasts, estimates and submissions conform to requirements, guidelines and overall objectives of the programs.

20.50 (a) The Contractor shall analyze and develop recommendations for improvement in program operations and objectives based on a range of program management policies, concepts, practices, and principles as referenced by issued TI(s). (CDRL A003)

20.60 The Contractor shall prepare Branch Financial Reports based on special requirements at an average of 1 to 2 per week per branch. (CDRL A008)

20.71 The Contractor shall prepare Special Financial Reports based on special requirements at an average of 24 per year. (CDRL A009)

20.72 The Contractor shall develop and provide briefings with supporting materials covering financial and data collection processes. (CDRL A006)

20.72 (a) The Contractor shall assist in the development of the Air Dominance Department Standard Operating Procedures (SOPs) and training materials.

30.00 DOCUMENT CONTROL CENTER SERVICES

Scope. The Contractor shall operate the Air Dominance Department Document Control Center (DCC), located inside the Technical Library space on the first floor of Building 1387, located at NSWC PHD, which is the Air Dominance Department repository for SECRET, CONFIDENTIAL, and Unclassified but technically sensitive media in hard copy, electromagnetic and optical formats, including paper publications, microfiche cards, magnetic discs, optical discs and disc drives. The Contractor shall maintain these documents and materials allowing access for reference while conforming with security requirements for protection, cataloguing and inventorying. Receipt, storage, lending, transfer and destruction of all material must be in accordance with Command policy and security requirements.

30.10 The Contractor shall generate and update an electronic document content index for the Air Dominance Department Document Control Center using Government databases. The Contractor shall maintain the electronic inventory of current Unclassified through SECRET documentation within the DCC.

30.20 The Contractor shall request, receive, inventory, issue, and dispose of combat system documentation (an average of 20 per year) not already located in the DCC needed for research and information by Air Dominance

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Department personnel.

30.30 The Contractor shall, using the existing database application, input changes, location and most recent revision date for document tracking within the DCC. Update present documentation with change packages and maintain a document access control log and procedures.

30.40 The Contractor shall pickup, control, distribute, and maintain registers of received documents and maintain custodial control of documents and microfiche cards by maintaining an electronic document access control log and tickler file for documents removed from the DCC area.

30.50 The Contractor shall compile, organize, and assist in the processing of forms for reproduction of documents ordered through Government printing.

30.60 The Contractor shall operate the DCC between the hours of 0700 and 1600, Monday through Friday on normal Government work days. The DCC must be staffed during these hours except for lunch times, brief breaks, and time required to carry out DCC-related functions outside the DCC itself, during which times the DCC shall be properly secured with appropriate signage posted to indicate when it will be reopened. Daily work hours may be adjusted with concurrence from the COR.

APPENDICES

APPENDIX A – List of Acronyms & Abbreviations

The following acronyms appear in this requirement or may be encountered in this solicitation or in the performance of this requirement. This is not an exhaustive list. Acronyms that may not be defined in the body of the requirement are defined here.

Acronym	Definition
ACS	AEGIS Combat System
ADIMS	Air Dominance Information Management System
AWS	AEGIS Weapon System
C&A	Certification and Accreditation
CAF	Command Action Form
CD	Compact Disc
CD-ROM	Compact Disc – Read-Only Memory
CDRL	Contract Data Requirements List
CIO	Chief Information Officer
COGNOS	Name for Business Intelligence Software
CONUS	Continental United States
COR	Contracting Officer's Representative
CSSQT	Combat System Ship Qualification Trials
CUSFFC	Commander, United States Fleet Forces Command
CVTC	Classified Video Teleconference
DIACAP	DoD Information Assurance Certification and Accreditation
Process DoD	Department of Defense
DoN	Department of the Navy
FMS	Foreign Military Sales
IA	Information Assurance
IAM	Integrated Logistics Support
ILS	Information Assurance Manager
ILSMIS	Industrial Logistics Support Management Information System

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ILSMT	Integrated Logistics Support Management Team
ISEA	In-Service Engineering Agent
ISR	In-Service Review
ISSO	Information Systems Security Officer
NAVSEA	Naval Sea Systems Command
NDE	Navy Data Environment
NDI	Non-Developmental Item
NMCI	Navy-Marine Corps Intranet
NSWC	Naval Surface Warfare Center
NSWC PHD	Naval Surface Warfare Center Port Hueneme Division
OCONUS	Outside CONUS
ONE-NET	OCONUS Navy Enterprise Network
PEO IWS	Program Executive Office for Integrated Warfare Systems
PEO Ships	Program Executive Office for Ships
POC	Point of Contact
POP	Period of Performance
SIPRNET	Secret Internet Protocol Router Network
SOP	Standard Operating Procedure
SOW	Statement of Work
SQL	Structured Query Language
T&E	Test and Evaluation
VLS	Vertical Launching System

CLAUSES INCORPORATED BY FULL TEXT

HQ C-1-0001 ITEM(S) A001 - A020 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001-A020, attached hereto.

(End of Text)

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

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

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but

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not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

(End of Text)

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in

Proposal Number P1639 dated 09 December 2016 in response to NAVSEA Seaport-e Solicitation No. **N00024-16-R-3292**.

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

(End of Text)

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

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

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

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

(End of Text)

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

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

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

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

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

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after

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

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

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

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

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

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

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

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

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

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

(End of Text)

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**HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES
(NAVSEA) (APR 2004)**

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

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

The support Contractor not disclose any information;

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

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

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

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

(d) NAVSEA may, without further notice, enter into contracts with other Contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room Contractor. (Please contact the cognizant Contracting Officer for Contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the Government.

(End of Text)

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SECTION D PACKAGING AND MARKING

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0002 PACKAGING OF SUPPLIES

CLIN(s) 9000, 9100, 9200, 9300, and 9400; The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

(End of Text)

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

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

- (1) Name and business address of the Contractor
- (2) Task Order number
- (3) Task Order dollar amount
- (4) Whether the Task Order was competitively or non-competitively awarded
- (5) Sponsor:

Antoinette Ceglia

NSWC Port Hueneme Division

Port Hueneme, CA

(End of Text)

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA

Item(s): 7099, 7199, 7299, 7399, and 7499.

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

(End of Text)

HQ E-1-0007 INSPECTION AND ACCEPTANCE OF LOE SERVICES

Item(s) 7000, 7100, 7200, 7300, and 7400. Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	6/28/2017 - 6/27/2018
7001AA	6/28/2017 - 6/27/2018
7001AB	6/28/2017 - 6/27/2018
7001AC	6/28/2017 - 6/27/2018
7001AD	6/28/2017 - 6/27/2018
7001AE	6/28/2017 - 6/27/2018
7001AF	6/28/2017 - 6/27/2018
7001AG	6/28/2017 - 6/27/2018
7001AH	6/28/2017 - 6/27/2018
7001AJ	6/28/2017 - 6/27/2018
7001AK	6/28/2017 - 6/27/2018
9000	6/28/2017 - 6/27/2018
9001AA	6/28/2017 - 6/27/2018
9001AD	6/28/2017 - 6/27/2018
9001AE	6/28/2018 - 6/27/2019
9001AF	6/28/2019 - 6/27/2020
9001AG	6/28/2020 - 6/27/2021

Deliveries or performance shall be in accordance with Section F of the Seaport-e Multiple Award IDIQ contract and as described below. Exercise of any options is contingent upon the exercise of the options of the basic contract under the Seaport-e Multiple Award Contract.

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

7000	6/28/2017 - 6/27/2018
7001AA	6/28/2017 - 6/27/2018
7001AB	6/28/2017 - 6/27/2018
7001AC	6/28/2017 - 6/27/2018
7001AD	6/28/2017 - 6/27/2018
7001AE	6/28/2017 - 6/27/2018
7001AF	6/28/2017 - 6/27/2018
7001AG	6/28/2017 - 6/27/2018
7001AH	6/28/2017 - 6/27/2018
7001AJ	6/28/2017 - 6/27/2018
7001AK	6/28/2017 - 6/27/2018
9000	6/28/2017 - 6/27/2018
9001AA	6/28/2017 - 6/27/2018
9001AD	6/28/2017 - 6/27/2018

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9001AE	6/28/2018 - 6/27/2019
9001AF	6/28/2019 - 6/27/2020
9001AG	6/28/2020 - 6/27/2021

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

7100	6/28/2018 - 6/27/2019
7200	6/28/2019 - 6/27/2020
7300	6/28/2020 - 6/27/2021
7400	6/28/2021 - 6/27/2022
9100	6/28/2018 - 6/27/2019
9200	6/28/2019 - 6/27/2020
9300	6/28/2020 - 6/27/2021
9400	6/28/2021 - 6/27/2022

CLAUSES INCORPORATED BY FULL TEXT

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION L, as follows:

CLINs	Period of Performance
7000	BP 6/28/17 TO 6/27/18
7099	BP 6/28/17 TO 6/27/18
9000	BP 6/28/17 TO 6/27/18
7100	OP 1 6/28/18 TO 6/27/19
7199	OP 1 6/28/18 TO 6/27/19
9100	OP 1 6/28/18 TO 6/27/19
7200	OP 2 6/28/19 TO 6/27/20
7299	OP 2 6/28/19 TO 6/27/20
9200	OP 2 6/28/19 TO 6/27/20
7300	OP 3 6/28/20 TO 6/27/21
7399	OP 3 6/28/20 TO 6/27/21
9300	OP 3 6/28/20 TO 6/27/21
7400	OP 4 6/28/21 TO 6/27/22
7499	OP 4 6/28/21 TO 6/27/22
9400	OP 4 6/28/21 TO 6/27/22

(End of Text)

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HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

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

(End of Text)

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE

252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

Cost Voucher

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

Destination/Destination

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

Routing Data Table*

Field Name in WAWF

Data to be entered in WAWF

Contract Number	N00178-04-D-4067
Delivery Order Number	N6426717F3001
CAGE Code	1BGW9
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N64267
Admin DoDAAC	S0514A
Inspect By DoDAAC	N63394
Ship To Code	N63394
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N63394
Service Acceptor (DoDAAC)	N63394
Accept at Other DoDAAC	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.

Antoinette.Ceglia@navy.mil; Michael.Kahyai@navy.mil

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

- Local Contracting Office WAWF POC/Group Administrator Karen Dawley at (805) 228-0921: or
- Karen.dawley@navy.mil

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

(End of clause)

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

N/A

(End of Text)

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S
REPRESENTATIVE:

ATTN: Antoinette Ceglia
Naval Surface Warfare Center, Port Hueneme Division
Port Hueneme, CA
BLDG 1387, FL 1
Telephone No. 805-228-6084
Fax No. 805-228-8969
Email Address: Antoinette.Ceglia@navy.mil

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

Title	Name	Contact Info
Contract Specialist	Michael Kahyai	Naval Surface Warfare Center 4363 Missile Way, Building 1215 Port Hueneme, CA 93043 Telephone No. 805-509-1113 Fax No. 951-393-4013 Email Address: Michael.kahyai@navy.mil
Procuring Contracting Officer	Kimberly Brown	Naval Surface Warfare Center PO Box5000 Corona, CA 92878-5000 Telephone No. 951-393-5896 Fax No. 951-393-4013 Email Address: kimberly.a.brown@navy.mil
Administrative Contracting Officer	Mariluz Chan-Endres	Naval Surface Warfare Center 4363 Missile Way Port Hueneme, CA 93043

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	Email Address: mariluz.chan-endres@navy.mil
Cognizant DCMA Office	DCMA San Diego DCMA SAN DIEGO 9174 SKY PARK COURT SUITE 100 SAN DIEGO, CA 92123-4353 Telephone No. 858-495-7401 Fax No. 858-495-7660 Email Address: dcmasandiegocasd@dcma.mil

(End of Text)

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

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

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

(End of Text)

Accounting Data

SLINID	PR Number	Amount
7001AA	130065172500001	
LLA :		
AA 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004054196		
1. Contract Action Description: Contract supports Program Analysts, financial management of the Department, and Customer Service support.		
APPN: WCF		
TI-BASE-02		
PARA 10.21 - 10.71(a)		
7001AB	130065172500002	

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LLA :

AB 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004054196

Contract supports Program Analysts, financial management of the Department, and Customer Service support.

TI-BASE-03, PARA 20.10 - 20.20.72(a)

7001AC 130065172500003

LLA :

AC 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004054196

Contract supports Program Analysts, financial management of the Department, and Customer Service support.

TI-BASE-04 PARA 30.10 - 30.60

9001AA 130065172500004

LLA :

AA 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004054196

Contract supports Program Analysts, financial management of the Department, and Customer Service support.

ODC for SOW PARA 10

BASE Funding

Cumulative Funding

MOD P00001 Funding

Cumulative Funding

MOD P00002

7001AD 130066404500001

LLA :

AD 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004131394

Funding Document WCF

Overhead

TIs 1-4

SOW PARA: 10.10 - 10.20(B1)

10.21 - 10.71(A)

20.10 - 20.72(A)

30.10 - 30.60

MOD P00002 Funding

Cumulative Funding

MOD P00003

7001AE 130067234600001

LLA :

AE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004191322

Funding doc 1300672346.

Cust Supp Prog Mgmt Services.

TI-BASE-02- Customer Support Services.

FUNDING DOC: WCF

APPN: OVERHEAD

SECTION C

PARA: 10.21-10.71(A)

7001AF 130067234600002

LLA :

AF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004191322

Funding doc 1300672346.

Cust Supp Prog Mgmt Services.

TI-BASE-03- Financial Support Services.

FUNDING DOC: WCF

APPN: OVERHEAD

SECTION C

PARA: 20.10-20.20.72(A)

7001AG 130067234600003

LLA :

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AG 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004191322
Funding doc 1300672346.
Cust Supp Prog Mgmt Services.
TI-BASE-04- Document Control Services.
FUNDING DOC: WCF
APPN: OVERHEAD
SECTION C
PARA: 30.10-30.60

MOD P00003 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00004 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00005

7001AH 130068796400001 [REDACTED]
LLA :
AH 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004331257
PR# 1300687964
Cust Supp Prog Mgmt Services.
TI-BASE-02 Customer Support Services.
APPN: WCF
PARA 10.21 - 10.71(a)

7001AJ 130068796400002 [REDACTED]
LLA :
AJ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004331257
PR#: 1300687964
Cust Supp Prog Mgmt Services.
TI-BASE-03 Financial Support Services.
APPN: WCF
PARA 20.10 - 20.20.72(a)

7001AK 130068796400003 [REDACTED]
LLA :
AK 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004331257
PR#: 1300687964
Cust Supp Prog Mgmt Services.
TI-BASE-04 Document Control Center Services.
APPN: WCF
PARA 30.10 - 30.60

MOD P00005 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

(End of Text)

5252.216-9122 LEVEL OF EFFORT – ALTERNATE I (MAY 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 461,147 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 0 (Zero) man-hours are uncompensated effort.

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 1775 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

(End of Text)

**5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM
(OCT 2006)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYDH-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

(End of Text)

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

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

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

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

CLIN	TOTAL	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
7001AA	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	BP6/28/17 TO 6/27/18

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7001AB	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	BP6/28/17 TO 6/27/18
7001AC	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	BP6/28/17 TO 6/27/18
9001AA	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	BP6/28/17 TO 6/27/18
7001AD	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	BP6/28/17 TO 6/27/18
7001AE	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	BP6/28/17 TO 6/27/18
7001AF	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	BP6/28/17 TO 6/27/18
7001AG	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	BP6/28/17 TO 6/27/18
7001AH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	BP6/28/17 TO 6/27/18
7001AJ	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	BP6/28/17 TO 6/27/18
7001AK	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	BP6/28/17 TO 6/27/18

(End of Text)

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

(End of Text)

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

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instruction is within the scope of this contract.

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

(End of Text)

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.216-8	Fixed Fee	JUN 2011
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
252.203-7004	Display of Hotline Poster	OCT 2015
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.244-7001	Contractor Purchasing System Administration	MAY 2014

CLAUSES INCORPORATED BY FULL TEXT

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

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

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
CLIN 7000	No later than 12 months after Task Order award date.
CLIN 7100	No later than 24 months after Task Order award date.
CLIN 7200	No later than 36 months after Task Order award date.
CLIN 7300	No later than 48 months after Task Order award date.
CLIN 7400	No later than 60 months after Task Order award date.

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of Clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm>
<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfartoc.htm>

(End of clause)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

- (a) The Contractor shall not require employees or subcontractors seeking 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 this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form

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312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act 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.

(End of clause)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)

(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 information that—

(1) Is—

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

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

(2) Falls in any of the following categories:

(i) Controlled technical information.

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

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

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

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“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.

(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)

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

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

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

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

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

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F

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using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

“Covered defense information” means unclassified information that—

(i) Is—

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

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

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

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

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

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

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

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

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

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

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

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

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is

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incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

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

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

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

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

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

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

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

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

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

(c) *Cyber incident reporting requirement.*

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

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

(ii) Rapidly report cyber incidents to DoD at <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>.

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

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

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

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

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

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

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

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

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

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties;

and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

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

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

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

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

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

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

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

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

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

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(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—

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(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—

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(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

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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.

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(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: **INDUS Technology understands that ALL data or software will be submitted without restriction.**

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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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. N/A

Contractor Name: N/A

Contractor Address: N/A

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. N/A

Contractor Name: N/A

Contractor Address: N/A

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

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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

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

(k) *Applicability to subcontractors or suppliers.*

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

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, 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.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254

Attachment 2 - Special Requirements

Exhibit 1a - Contract Data Requirements List (CDRLs)

Exhibit 1b - Data Item Description (DIDs)