

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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1 3

2. AMENDMENT/MODIFICATION NO.
31

3. EFFECTIVE DATE
25-Feb-2020

4. REQUISITION/PURCHASE REQ. NO.
1300654240-12

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

6. ISSUED BY CODE

N63394

7. ADMINISTERED BY (If other than Item 6)

CODE S0512A

NSWC, PORT HUENEME DIVISION
4363 Missile Way, BLDG 1217
Port Hueneme CA 93043-4307

DCMA LOS ANGELES
6230 Van Nuys Boulevard
Van Nuys CA 91401

SCD: C

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

Quality Innovative Solutions, Inc. dba QI-Solutions, QISI
1741 Ives Ave, Suite B
Oxnard CA 93033-1866

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-8026-L601

10B. DATED (SEE ITEM 13)

06-Jun-2014

CAGE CODE 3YWE7

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: FAR 43.103(a)(3)

D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

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

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

26-Feb-2020

BY

26-Feb-2020

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to:

- 1.
- 2.
- 3.
- 4.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. 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

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|-----------|---------|---------|
|-----------|--------------|-----------|---------|---------|

The total value of the order is hereby increased from

| CLIN/SLIN | From (\$) | By (\$) | To (\$) |
|-----------|-----------|---------|---------|
|-----------|-----------|---------|---------|

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

| CLIN/SLIN | From | To |
|-----------|------|----|
|-----------|------|----|

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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 | Labor Cost Base Year Command Management and Support Services IAW PWS in Section C. (WCF) | | | | | |
| 700001 | R425 | PR# 1300428671 (WCF) | | | | | |
| 700002 | R425 | Funding Document 1300435007, for Code 206 Fleet Staff Rep support (WCF) | | | | | |
| 700003 | R425 | Funding Document 1300447544, for Engineering, Technology and Innovation support. (WCF) | | | | | |
| 700004 | R425 | Funding Document 1300435007-00002, for Code 206 Fleet Staff Rep support. (O&MN,N) | | | | | |
| 700005 | R425 | Funding Document 1300435007-00003, for Fleet Staff Rep support, Code 206 (O&MN,N) | | | | | |
| 700006 | R425 | Funding Document 1300428671-00003, for Code 100 Command Management support services (Oct-Dec 2014). (WCF) | | | | | |
| 700007 | R425 | Funding Document 1300428671-00004, for Command Management support services (WCF) | | | | | |
| 700008 | R425 | Funding Document 1300428671-00005, for Command Management Support services. (WCF) | | | | | |
| 700009 | R425 | Funding Document 1300428671-00007, for Command Management support services, Code 100. (WCF) | | | | | |
| 7001 | R425 | Labor Surge for Base Year Command Management and Support Services IAW PWS in Section C. (WCF) Option | | | | | |
| 7002 | R425 | Data for Base Year Command Management Support Services | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| | | IAW PWS in Section C, CDRLs A001 thru A030, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013., unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 7000 and 7001. (WCF) | | | | | |
| 7100 | R425 | Labor Cost for Option One Command Management and Support Services IAW PWS in Section C. (WCF) | | | | | |
| 710001 | R425 | Funding Document 1300502860, for Facilities, Code 107 (WCF) | | | | | |
| 710002 | R425 | Funding Document 1300502860-00003, for Command Mgmt support services. (WCF) | | | | | |
| 710003 | R425 | Funding Document 1300502860-00004, for Command Mgmt support services. (WCF) | | | | | |
| 7101 | R425 | Labor Surge for Option One Command Management and Support Services IAW PWS in Section C. (WCF) Option | | | | | |
| 7102 | R425 | Data for Option Year One Command Management Support Services IAW PWS in Section C, CDRLs A001 thru A030, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013., unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|------|
| | | price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 7100 and 7101. (WCF) | | | | | |
| 7200 | R425 | Labor Cost for Option Year Two Command Management and Support Services IAW Section C. (WCF) | | | | | |
| 720001 | R425 | Funding Document 1300572715-00001, for management services for Corporate Ops, Code 106 (WCF) | | | | | |
| 720002 | R425 | Funding Document 1300572715-00003, for management services for Corporate Ops, Code 106 (WCF) | | | | | |
| 720003 | R425 | Funding Document 1300572715-00004, management services for Corporate Opts Code 104 (WCF) | | | | | |
| 720004 | R425 | Funding Document 1300654240-00003 (WCF) | | | | | |
| 7201 | R425 | Labor Surge for Option Year Two Command Management and Support Services IAW PWS in Section C. (WCF) Option | | | | | |
| 7202 | R425 | Data for Option Year Two Command Management Support Services IAW PWS in Section C, CDRLs A001 thru A030, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013 unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| | | paid by the Government under CLIN(s) 7200 and 7201. (WCF) | | | | | |
| | | Option | | | | | |
| 7210 | R425 | Labor Cost: 12-month extension for Option Year Two Command Management and Support Services IAW Section C. (Fund Type - TBD) | | | | | |
| 721001 | R425 | 1300654240 (Fund Type - OTHER) | | | | | |
| 721002 | R425 | Funding Document - 1300572715-00007 (WCF) | | | | | |
| 7300 | | Labor Cost: 12-month extension for Command Management and Support Services IAW Section C. | | | | | |
| 7300AA | R425 | Labor Cost: 12-month extension for Command Management and Support Services IAW Section C. (Fund Type - TBD) | | | | | |
| 7300AB | R425 | Labor Cost: 12-month extension for Command Management and Support Services IAW Section C. (WCF) | | | | | |
| 7300AC | R425 | In support of Command Management and Support Services, PR# 1300654240 (WCF) | | | | | |
| 7400 | | Labor Cost: 12-month extension for Command Management and Support Services IAW Section C. | | | | | |
| 7400AA | R425 | Extend Period of Performance to 07 May 2020 (WCF) | | | | | |
| 7400AB | R425 | PR 1300654240, Extend Period of Performance to 07 May 2020. (WCF) | | | | | |
| 7400AC | R425 | PR 1300654240-0012, Extend Period of Performance to 7 May 2020 (WCF) | | | | | |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|------|------|--|-----|------|-----------|
| 9000 | R425 | ODC for Base Year Command Management and Support Services IAW PWS in Section C. (WCF) | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. | Cost |
|--------|------|---|-----|------|------|------|
| 900001 | R425 | Funding Document 1300428671-00002, ODC for Base Year Command Management and Support Services. (WCF) | | | | |
| 9100 | R425 | ODC for Option Year One Command Management and Support Services IAW PWS in Section C. (WCF) | | | | |
| 910001 | R425 | Funding Document 1300502860-00002, for Facilities, Code 107. (WCF) | | | | |
| 9200 | R425 | ODC for Option Year Two Command Management and Support Services IAW PWS in Section C. (WCF) | | | | |
| 920001 | R425 | Funding Document 1300572715-00002, for management services for Corporation Operations, Code 016. (WCF) | | | | |
| 9210 | R425 | ODC: 12-month extension for Option Year Two Command Management and Support Services IAW PWS in Section C. (Fund Type - TBD) | | | | |
| 921001 | R425 | Funding Document 1300654240 (WCF) | | | | |
| 921002 | R425 | Funding Document 1300654240-00004 (WCF) | | | | |
| 9300 | | 12 month extension to ODC in support of CLIN 7300. | | | | |
| 9300AA | R425 | 12 month extension to ODC in support of CLIN 7300. (Fund Type - TBD) | | | | |
| 9300AB | R425 | Funding Document - 1300654240-00005 (WCF) | | | | |
| 9400 | | | | | | |
| 9400AA | R425 | ODC in support of CLIN 7400 - Extension Period (WCF) | | | | |
| 9400AB | R425 | PR 1300654240 Extend POP to 7 May 2020 (WCF) | | | | |

If the Government determines additional performance requirement, the Government reserves the right to exercise "Surge" option CLIN Tasks for additional requirements in accordance with the PWS. In the event the Government does elect to exercise the surge option CLIN, the appropriate ceiling will not be re-aligned for each task identified in the PWS. The surge CLINs will be funded as appropriate.

HQ B-2-0009 NOTE (CDRL)

NOTE A: Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

NOTE B: (CLINs 7002,7102, and 7202) - This is a "Not Separately Priced" (NSP) CLIN.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

Management Support Services

1.0 MANAGEMENT SUPPORT SERVICES FOR NAVAL SURFACE WARFARE CENTER, PORT HUENEME DIVISION (NSWC PHD).

1.1 SCOPE. This Task Order provides Management Support Services comprising planning, research and analysis, reporting, logistics, and operation of management systems for the Office of Corporate Business, the Office of Engineering and Technology, the Office of Logistics, and Command Staff. These services contribute to policy development, decision-making, and operational support. Personnel performing work under this contract will collaborate with all Departments and Offices of PHD and across the NAVSEA enterprise.

2.0 REQUIREMENT. Management Support Services support various cost centers.

2.1 Following list corresponds to subsequent sections of this Performance Work Statement.

- 4.0 Corporate Planning Support
- 5.0 Facilities Support
- 6.0 Corporate Services Support
- 7.0 Human Resources and Workforce Training Support
- 8.0 Continuous Process Improvement Support
- 9.0 Engineering, Technology, and Innovation Support
- 10.0 Logistics Support
- 11.0 Command Evaluation and Review Support
- 12.0 Security and Safety Office Support

3.0 COMMON KNOWLEDGE AND SKILL MIX REQUIREMENTS.

3.1 All positions are required to perform these functions at varying times and assigned personnel will possess necessary skills to perform these functions without need for Government provided training.

3.1.1 Working knowledge of Microsoft Office Suite including Word, Excel, Powerpoint, Access, and Outlook.

3.1.2 Working knowledge of the internet with ability to navigate, locate, download information, and utilize on-line websites for data entry and data upload.

3.1.3 Clear and effective oral/written communication skills in the English language.

3.1.4 Develop briefings and presentations for Command staff, offices, departments, senior leaders. Provide graphics and design support for slides, presentations, and other written materials.

3.1.5 Develop, edit, and prepare PHD directives, policy, correspondence, memorandum, and reports for government review and release. Gather data and generate reports, and provide status reports on assignments. Prepare documents in accordance with established Navy formats and the Navy Correspondence Manual.

3.1.6 Develop, update, and maintain databases and metrics. Develop spreadsheets; use formulas and pivot tables. Update Command Dashboard metrics.

3.1.7 Provide assistance with planning evolutions to support conferences, meetings, visitors, and ceremonies.

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3.1.8 Conduct, administer, and report on organizational and functional surveys involving various Command topics, including customer and employee satisfaction surveys.

3.1.9 Participate as team member in Continuous Process Improvement Events and provide input on event subject matter to improve Command processes.

3.1.10 Provide status reports on work assignments, including assessments to meeting established due dates.

3.1.11 Provide input for data calls and requests for information. Provide requests for information in prescribed formats.

3.1.12 Participate in Continuous Process Improvement events when it is determined the individual's knowledge, skill and abilities is related to the CPI event's objective and purpose.

3.1.13 When possible, provide Value Engineering Changes for the assigned functional responsibility to reduce costs, increase quality, and improve mission capabilities of the assigned work unit.

4.0 CORPORATE PLANNING SUPPORT

4.1 Corporate Planning Support. Collect and analyze information applicable to the Command, develop and present alternatives, and formulate recommendations. Review Navy and DoD plans, policies, instructions and procedures, analyze Command impacts, and prepare appropriate responses. Assemble and prepare documentation and reports to support and reflect progress on Command requirements, goals, objectives, projects, action items, upcoming events, issues and concerns. Develop planning concepts, policy statements, processes, guidance, POA&Ms, and other assessments. Collect data and develop responses to PHD, NSWC, NAVSEA, and other sanctioned data calls/requests. Support Command initiatives involving customer and employee satisfaction functional surveys. Conduct surveys, compile results, perform analysis, compile and publish results, as well as maintain historical records/documentation. Coordinate, review, update, and maintain all Command Memorandums of Understanding and Agreements. (CDRL's A001, and A002)

4.2 Slide presentation development support. Slides are normally built in Microsoft PowerPoint. Slides shall have common look, font, headers, margins, bullets, and other unifying characteristics. Slides may be constructed from scratch based on supporting material or be modified from existing slides and used for different presentation. Presentations are normally designed to support presentations by senior Command leaders, the Division Technical Director, and PHD Commander. Subject matter of presentation and associated graphics will vary to suit targeted audience, usually visiting dignitaries, political leaders, civic organizations, and headquarters senior leaders. Slide package preparation can involve extensive revisions to achieve finalized form. Slides are often reviewed by select committees and edited during review meetings in order to finalize the slide package. Maintain the Command presentation library to include standardization of presentation templates, quick turnaround for access to and distribution of anything in the library, and updates as required. Task includes on-site support for presentations at planning sessions and meetings as well as maintenance and coordination of inputs and revisions, and print presentations for use by the Command. Detailed and extensive understanding of PowerPoint is required for successful performance. Good working knowledge of English as well as writing ability required. Ability to convert information from Word, Excel and other sources into PowerPoint required. (CDRL A003)

4.3 Employee Award/Writer Coordinator. Prepare, write, format, and edit documentation for Employee Award nomination packages. Work with members of the Command to collect

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required information to prepare award nomination packages in accordance with established criteria for each award. Submit the nomination packages to the Commander and Technical Director for review, approval, and release. Maintain database and library of nomination packages. Provide clear and concise narrative presentations. Prepare in accordance with the Navy Correspondence Manual. Research, organize, develop, format, analyze, and edit documentation to provide speeches for senior leadership, technical papers and presentations for release by senior leaders. Interact with members of the Command and others as needed to produce documentation in the form of draft and final reports, plans, papers, presentations, and brochures for internal and external distribution. Prepare official correspondence for Commander or Technical Director signature in military or civilian (business) format, including, formal letters on command letterhead, Letters of Appreciation, congratulatory letters, and invitational letters to sponsors, politicians and community leaders. (CDRL A001)

4.4 Records Management Support. Coordinate efforts with the Command's Records Manager, to create, maintain, and preserve information as records, regardless of media, that documents the transaction of business and mission. Records Management maintains all books, papers, maps, photographs, machine readable materials, or other documentary materials, regardless of physical form or characteristics, made or received by the Command in connection with the transaction of public business and preserves the documents as evidence of the organization, functions, policies, decisions, procedures, operations because of the information value of data in them. Records Management is an electronic storage and retrieval system on the NMCI network that meets the DoD standard (HP TRIM).

5.0 FACILITIES DIVISION SUPPORT

5.1 Facility Strategic Planning Support. Provide data collection and studies as follows to support internal PHD infrastructure strategic planning. Provide support to Conduct Basic Facility Requirements (BFR) studies using Navy (P-80) standards and departmental inputs. Review current status and provide recommendations to ensure Command's facility asset readiness is accurately reflected in the Navy databases related to Condition, Capacity and Configuration. Provide support for development of facility occupancy master plans to support Command objectives and strategic plans. Develop documentation to support briefing of planned MILCON projects to the Warfare Center Investment Board (WCIB) for approval before engaging NAVFAC. Documentation includes DD1391's, and Economic Analysis using ECONPACK software. Prepare Integrated Priority Lists (IPLs) to reflect the Command's project priorities. Perform self-ratings using latest Navy models for readiness scoring. Prepare briefing materials for various project review venues. Prepare costs estimates and alternative comparison analysis. Provide Sustainment, Restoration and Modernization (SRM) expenditure tracking and projections in accordance with Navy guidelines. Support facility related data calls by reviewing requirements, gathering required data elements and reporting in required formats. Prepare draft policies and processes for Facility operations as directed. Track Facility Budget Execution progress and projections. (CDRL's A004, A005, and A006)

5.2 Facility Computer Aided Design and Drawing (AutoCad) Drawing Coordinator. Prepare AutoCAD schematics to support facility project planning and updates to the Command's facility drawing repository. In accordance with the United States Department of Defense Tri-Service CADD/GIS Standards, drawings are multilayered 2 dimensional drawings, containing Architectural, Emergency Evacuation and Utility Shutoff floor plan "Layouts", utilizing Autodesk 's AutoCAD software. For project planning, 3 dimensional surface and/or solid

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models of buildings and their components are created for use in the creation of building remodeling or reconfiguration. Create sketches and drawings to support space management requirements for use in large and small scale personnel moves. Perform "Surveys" of existing buildings for "Existing" floor plan dimensions, furniture layout, NMCI data, telecommunication drops, civil, electrical, general, mechanical, plumbing, structural, window, door and hardware schedules, reflective ceilings dimensions, lighting, switchgear, emergency power and lighting HVAC, Fire alarm and suppression systems, Civil mass notification systems and Hazmat storage and locations. Create and provide multiple Emergency Evacuation floor plans depicting egress routes, fire protection utilities, hazmat storage and mustering points for framing and mounting throughout the 48 NSWC PHD Buildings. Maintain Engineering Change Order and Document Control Record Programs to provide historical record of architectural changes to facilities and ensure accurate as-built drawings. (CDRLs A007, and A008)

5.3 Facility Workspace Utilization and Personnel Move Support (2 positions). Provide personnel and equipment move planning. Coordinate command personnel moves for individuals as well as for large Command directed group moves. Assist with coordination of furniture and construction reconfiguration projects. Conduct field surveys to determine quantity, condition and configuration of space and space related assets. Evaluate facility to determine suitability for occupancy and square footage availability. Provide alternatives as required to implement employee moves per mission requirements. Utilize the Archibus database to manage and maintain database accuracy and validity through continuous updates to reflect additions and/or changes in personnel, equipment, locations and space configurations. (Archibus is the command repository for on-site location of all personnel. Archibus is populated with arriving, departing, and transferring personnel records. Archibus can generate new building drawings/layouts and generating reports.) Support Service Desk work induction process by monitoring incoming requests in the absence of the Service Desk Manager. (CDRL A009)

5.4 Engineering Technician (3 positions). Support internal facility project planning efforts to develop draft documentation for internal review prior to submission to NAVFAC for final development and execution. Develop facility projects based on the Facilities 5-Year Plan. Meet with customers to collect Facility information about a proposed Facility modification, improvement, or project. Evaluate field conditions of proposed project and identify issues involving site condition. Confer with facility supervisor to finalize project details and schedules. Prepare detailed statement of the work to be executed and a preliminary cost estimate, identifying both labor and material requirements using industry standards for cost estimating. Coordinate development of building drawings with Facility staff and resources. Statement of Work preparation must be sufficient to provide to industry for bid purposes without need for considerable review and edit. Conduct site surveys to collect necessary data and drawings for project planning. Calculate dimensions, square footage, profile and component specifications, and material quantities, using calculator or computer. Analyze proposed site factors and design maps, graphs, tracings, and diagrams to illustrate findings. Conduct building surveys to verify architectural structure, furniture layout, personnel, NMCI, legacy, data and phone drop information. Prepare concept sketches and design layouts for projects. Prepare detailed drawing "notes" to clarify required specifications. Provide sufficient sketch and layout detail to allow Facilities AutoCAD operator to develop schematics to support maintenance repair or construction project work. Inspect project site and evaluate contractor work to ensure conformance to design specifications and applicable codes. Report problems occurring at project site to Facility supervisor. Propose changes to resolve issues. (CDRLs A007, A010, and A011)

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6.0 CORPORATE SERVICES SUPPORT

6.1 Plant and Minor Property Program Support (2 positions). Coordinate the Command's plant and minor property program by establishing the triennial inventory schedule, perform monthly physical inventories of assets, perform "floor-to-book" and "book-to-floor" inventories, coordinate inventory scheduling with department/office points of contact, provide reports of inventory results to senior leaders, monitor documentation for removal of lost/stolen/obsolete property from the inventory record. Maintain inventory results and metrics. (CDRL A012)

6.2 Operating Materials & Supplies Program Support. Coordinate the Command's Operations Material & Supplies program with department/office representatives. Provide reports on OM&S, request inventories, support physical inventories, update database with inventory results, prepare and provide reports and metrics to senior leaders on OM&S. Support data call requirements for OM&S information. Ensure Command database of OM&S is accurate based on inventory results. Coordinate and schedule meetings of the OM&S Community of Practice; prepare and disseminate meeting minutes. Maintain inventory of toner cartridge consumables and arrange reorder of consumables when inventory levels reach restocking requirements. (CDRLs A012, and A013)

6.3 Command instruction Focal Point for the Command Directive Issuance Systems. Provide technical and process assistance to members of the Command assigned to draft and/or revise instructions. Revise draft instructions from Subject Matter Experts into final instruction, in terms of format, grammar, and Navy Correspondence criteria. Monitor instruction progress through the electronic or manual chop cycle. Maintain working copies of instructions as template for future revisions and to provide record of changes in instructions over time. Prepare monthly metrics on status of Command instructions undergoing review/revision. Publish newly issued instructions in the Command Portal. (CDRL A014)

6.4 Corporate Services Program Support. Assist with management of Command's cell phone, blackberry, and calling card programs. Maintain accurate records assigned users. Request review of invoices by department/office representatives on a monthly basis. Update database with changes in users/phone numbers/code/cost. Maintain records of phone user agreements and obtain new user agreements. Generate reports and overviews for senior leader review. Administer Command copier program by tracking copier assets and reporting monthly usage and cost details from vendor invoices. Report monthly meter readings to the service provider via worksheet. Maintain records of changes, additions, and deletions of copier location. Update fiscal year and costs detail per agreement. Coordinate copier moves/removals. Provide updated telecommunication and copier information for use in contract renewals. Provide copier usage information upon request. (CDRL A014)

7.0 HUMAN RESOURCES AND WORKFORCE TRAINING SUPPORT

7.1 Employee Training Support. Provide support to existing employee development programs, assist in development of training classes, educational programs (e.g., college degree programs), education and recruitment conferences, Computer Based Training (CBT) course development and web site documentation development. Administer the DAWIA program including keeping record of positions, record of employee certifications and dates for obtaining appropriate certification level, and record of continuous education requirements. Notify employees and management of schedule slippages and DAWIA program requirement changes. Ensure course materials and tools are made available for training classes. Schedule classroom availability. Prepare course availability announcements. Coordinate instructor availability and on-base access. Draft documents, briefing materials, and reports on training topics, prepare

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developmental course announcements, and compose brochures on training classes and symposiums being scheduled. Assist with Wellness event scheduling and drafting of employee award nomination packages. (CDRL's A015, and A016)

7.2 Civilian Employee Hiring and Reporting Support. Provide data gathering services and develop reports using the Modern Defense Civilian Personnel Data System (DCPDS) data base in accordance with all privacy act regulations, policies, and procedures. Provide research, data gathering, planning, and analysis of workforce data for use in dashboard metrics, workforce demographics, and projecting workforce end-strength. Provide research, data gathering, and recommendations in preparing Equal Employment Opportunity (EEO) reports, e.g. MD715, Quarterly Accountability Metrics. Provide senior leadership with diversity metrics and pictorial representation of Command personnel make-up. (CDRL A017)

7.3 Human Resource (HR) Support. Provide assistance with processing new employee hires. Support out-processing of retiring and transferring employees. Prepare and process new hire paperwork, job announcements, employee transfers and retirement. Prepare vacancy announcements. Develop new employee orientation materials and presentation; maintain employee orientation information up-to-date with new information as necessary. Work with Command Department and Offices to develop functional statements, staffing plans, out-year hiring requirements, organization charts, etc. Maintain the Command's Organization Manual. Provide guidance to managers in a Human Resource policies and administrative matters. Assist with record keeping and coordination of the Telework Program. (CDRL's A015, A016, and A017)

7.4 Human Resource Program Analyst. The HR Analyst provides HR program support in the areas of evaluation and reports, including assisting in the preparation of position papers for new or revised HR programs under the guidance of the HR Director. Other duties would include support efforts to devise standard office procedures and job aids, support rewriting existing HR policy or new policies under the direction of the cognizant policy leads and prepare draft analyses of existing programs and their effectiveness. Analyst support efforts to assure that HR and Training records are complete and meet regulatory requirements. Analyst assists training specialists in administering programs that involve transference of learning among employees, including mentoring, action learning, rotational assignments and on the job training. Analyst supports efforts to develop guidance and tools to be used by supervisors, business managers and other employee in achieving their responsibilities having an HR aspect. Analyst supports HR staff in discharging their responsibilities in support of the Workforce Council. (CDRL's A015, and A017)

7.5 Equal Employment Opportunity (EEO) Investigative Support. Perform EEO investigation for formal discrimination complaints in accordance with MD 110. Plan and conduct investigations. Interview management officials and witnesses. Documents statements via affidavit. Prepare a comprehensive report of EEO investigation. Analyzes EEO statistical workforce data and other material pertaining to the relevant EEO claims. EEO investigator must satisfy the minimum training requirements set forth in the EEOC MD 110, Chapter 6 and provide verification to the Command Deputy EEO Officer prior to assuming EEO investigation assignment. (CDRL A017)

7.6 Equal Employment Opportunity Office Support. Support the informal discrimination complaint process by performing the role of mediator and EEO Counselor. Mediator facilitates discussion between parties and their representatives to allow parties to control and resolve their problems themselves. The Mediator acts as a neutral, without judgment or other official decision

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on the issue. Mediator drafts settlement agreements and/or written documents as directed by parties. Mediation sessions are conducted in accordance with EEOC requirements. EEO Counselor acts as a neutral to ensure the complainant understands his/her right and responsibilities under the EEO process, including the option to elect Alternate Dispute Resolution (ADR). Without advocating for either party, the Counselor conducts interviews and counsels complainant on basis and issues. Interviews management officials and witnesses and examines pertinent records. Answers complaint process and ADR program questions. Prepares EEO Counselor's Report-fact-finding and case summary. Additional office support involves filing, data collection entry, and word processing, preparation of summary reports, and reference file maintenance. Conduct basic research in support of the EEO Program elements. Mediator and EEO Counselor must have the minimum training set forth in the EEOC MD110, Chapter 2, II. and provide verification to the Command Deputy EEO Officer prior to performing the role. (CDRLs A015, and A018)

8.0 CONTINUOUS PROCESS IMPROVEMENT SUPPORT

8.1 Continuous Process Improvement (CPI) Support. Support various initiatives including Lean Six Sigma, Smart Idea Program, Shingo and Value Engineering (VE). Assist with Lean event scheduling, Lean database data entry, Lean metric reporting to senior leadership, Load information into the Continuous Process Improvement Management System (CPIMS), perform Smart Ideas research, documentation, and tracking; assist Command personnel with development of SMART Ideas. Maintain Lean content on Command Portal and shared drives. Research criteria for Command submission of applications for Shingo and VE efforts. (CDRL A019)

9.0 ENGINEERING, TECHNOLOGY, AND INNOVATION SUPPORT

9.1 System Design Support Services. The contractor will provide subject matter expertise and thought leadership to support business process improvement, solution design. This will include the creation of project plans for knowledge transfer, rollouts, and development projects associated with Intellectual Capital Management (ICM) and Knowledge Management (KM). The contractor will support identifying challenges, issues, and risks in ICM / KM project delivery and develop mitigation plans working closely with the government customer. The contractor should understand and apply tools and methodologies for knowledge application development and maintenance projects as well as how to create a Knowledge Management frameworks for respective domains and capture best practices from projects in execution. (CDRL A020)

9.2 Combat Systems Manager Support. Provide Combat Systems expertise, technical and programmatic guidance, analysis, and recommendations in supporting the maintenance, overhaul, modernization of Navy AEGIS and AEGIS Ballistic Missile Defense Combat Systems Maintenance. The secondary objectives of this assignment are to provide assistance managing the fielding and all maintenance and modernization aspects of the Littoral Combat Ship (LCS) and managing the Board of Inspection and Survey (INSURV) scheduling, status, and waiver decisions. Support the development of briefings and presentations for Commander U.S. Pacific Fleet (COMPACFLT) and the Deputy Chief of Staff for Fleet Maintenance (COMPACFLT N43), staff, offices, and departments. Provide briefings to NSWC PHD Management, Department of Defense Flag and General Officers on status, milestones, accomplishments, and concerns. Develop, edit, and prepare AEGIS Combat Systems maintenance or operations decision papers, point papers, directives, policy, notices and Naval Messages for government review and release. The assignment will focus Develop, update, and maintain databases and metrics on development of AEGIS and AEGIS Ballistic Missile Defense (BMD) Combat Systems maintenance and operations. Provide advance planning, configuration management, maintenance planning, and

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metric development. Develop and maintain a comprehensive AEGIS ship and systems maintenance program. Gather data and generate reports, and provide status reports on assignments. Provide assistance with planning evolutions to support conferences, meetings, visitors, and ceremonies. Provide required graphics and design support for slides, presentations, and other written materials. Maintain on-going interface with members of the various COMPACFLT and lower echelon command staffs. (CDRL's A020, and A021).

Combat Systems Manager position is located in Commander, U. S. Pacific Fleet, 250 Makalapa Drive, Pearl Harbor, Hawaii 96860-3131. SIPRNET access required by individual performing Combat Systems Manager work.

9.2.1 Reporting Requirements. Report to Office of Engineering and Technology. Provide monthly status reports to NSWC PHD (code 205 and 209) and the Deputy Chief of Staff for Fleet Maintenance, COMPACFLT N43 and as required, report to Deputy Requirements Officer, Code N4312. This position requires considerable travel within the Pacific Fleet area of responsibility and to Port Hueneme Division (approximately quarterly). (CDRL A022)

10.0 LOGISTICS SUPPORT

10.1 Integrated Logistics / Product Support. (2 positions) Performs technical studies, data analysis, report generation, policy/guidance/procedure review & analysis, project management, participates in process improvement events, and development of presentation material in conjunction with the twelve Integrated Logistic / Product Support elements (Product Support Management, Design Interface, Sustaining Engineering, Supply Support, Maintenance Planning and Management, PHS&T, Technical Data, Support Equipment, Training & Training Support, Manpower & Personnel, Facilities & Infrastructure, and Computer Resources) utilized in support of both the U.S. Navy Surface Combat Systems/Platforms and US Marine Corps combat systems. (CDRL's A023, and A024)

11.0 COMMAND EVALUATION AND REVIEW SUPPORT

11.1 Review, analysis, and reporting. Provide support to in-house evaluation capability by performing reviews of various Command functional areas, operations, and processes. Collect and analyze information applicable to the subject matter; transcribe video and audio interviews; compile results, perform analysis and prepare reports. (CDRL A025)

11.2 Manager's Internal Control (MIC) Program support. Evaluate MIC risk assessment reports to determine adequacy of controls for preventing waste, fraud, and abuse. Perform detailed risk reviews to identify process requirements, process changes and associated internal controls required for compliance with applicable laws, economy and efficiency of operations.

12.0 SECURITY AND SAFETY OFFICE SUPPORT

12.1 Provide information security and classification management training on proper marking of classified documents marking, controlled unclassified information (CUI) and Personally Identifiable Information (PII). Perform semi-annual PII quality assurance survey. Perform PII spot checks of recycle containers and provide report of findings. (CDRL A026)

12.2 Conduct spot checks of security containers and maintains spot check metrics. Perform combination changes on Command safes in accordance with established schedules.

12.3 Access the Joint Personnel Adjudication System database (JPAS) to gather information on personnel security clearance status, visit requests, and process SAAR forms. Gather background data required by the government's Trusted Agent to enable Common Access Card enrollments for both government and contractor personnel. Update security systems to enable CAC access to buildings, for specific employees as directed.

12.4 Draft and edit Security Instructions using Navy Correspondence Manual criteria in terms of

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format, grammar. As Subject Matter Expert, research all required information to update, revise, or draft the final instruction. (CDRL A027)

12.5 Provide technical and security clearance assistance to members of the Command regarding all functional areas of the Security and Safety Office responsibility.

12.6 SIPRNET access required by individual performing this work.

12.7 All contractor personnel assigned to this office require Top Secret clearance.

13.0 DELIVERY AND PERFORMANCE

13.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NSWC PHD via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

13.2 Monthly Status Report. Report shall describe work in-progress and technical accomplishments by employee by Cost Center. Due to the Contracting Officer's Representative (COR) by the 10th of each month. (CDRL A029)

13.3 Monthly Financial Report. Report shall include rolled up as well as cost center level financial data showing labor hours used per person against authorized total; dollars expended against total authorized ceiling; comparison to individual funding lines provided by each cost center with emphasis on cost centers that may be in over/under funded status. ODCs itemized showing travel and material expenditures. Report shall provide forecast of funding expenditures to end of contract performance period, as means of monitoring per individual funding lines the amount of funding required for full 12 month performance period (contract may be incrementally funded). (CDRL A028)

13.4 The contractor shall provide the NSWC PHD Contractor Personnel Roster. (CDRL A030)

CERTIFICATION OF NON-DISCLOSURE STATEMENT

Contractor shall provide to the PCO Non-Disclosure Statements (Attachment (1)) from all contractor personnel working on-site at PHD NSWC immediately upon start of work in any or all PHD NSWC buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and organizational code supported.

WAGE DETERMINATION

The Department of Labor current Wage Determination for Ventura, California, Wage Determination (WD) No. 05-2071 (Rev.-15), Date 6/25/2013; provided as attachment (2) to the Solicitation. Compliance with the wage determination is mandatory. Include the appropriate Service Contract Act (SCA) Codes for each corresponding labor categories used in your labor cost proposal.

NOTE: Escalation of rates in the option years for labor categories under the SCA is not allowable. If a new wage determination is incorporated via issuance of a modification, adjustment may be made to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of the new wage determination. Any adjustment will be limited to increases or decreases in wage and fringe benefits, and the accompanying increase or decrease in social security and unemployment taxes and workers' compensation

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insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

HQ C-1-0001 ITEM(S) - 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), attached hereto. (See Exhibit 1)

(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 not limited to, joint venture, 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.

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(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 dated in response to NAVSEA Solicitation No. N63394-14-R-3224.

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

(End of Text)

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

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial support 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 or by others during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government or to the contractor on behalf of the Government on a confidential basis by other persons. Further, the prohibition against release of this 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 not expire after a given period of time.

(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

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joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

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

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

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

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

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

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

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a

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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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SECTION D PACKAGING AND MARKING

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

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

- (1) name and business address of the Contractor
- (2) contract number/task order number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

(End of Text)

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

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SECTION E INSPECTION AND ACCEPTANCE

PERFORMANCE BASED CONTRACT REVIEW CRITERIA AND ACCEPTANCE PROCEDURE:

This is a performance based Task Order, as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the attached Quality Assurance Plan (QASP): See Attachment (8).

The QASP defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site:
<http://cpars.navy.mil>

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(End of Text)

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

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

(End of Text)

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SECTION F DELIVERABLES OR PERFORMANCE

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

CLIN - DELIVERIES OR PERFORMANCE

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The planned period of performance for each Task Order period is shown below. A final performance schedule will be incorporated at time of award.

| CLINs | Period | Performance |
|-------|--------|-------------|
| | | |

Services to be performed hereunder will be performed at Port Hueneme Division, Naval Surface Warfare Center (PHD NSWC), Port Hueneme, CA and detachments. Additional travel sites

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listed in Attachment 10, Section J are representative of the major locations at which the work of this procurement may be carried out. This is not an exclusive list.

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

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

(End of Text)

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | MAR 2008 |

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

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

HQ G-2-0002
CONTRACT ADMINISTRATION DATA

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.

Quality Innovative Solutions, Inc.

(End of Text)

POINTS OF CONTACT – The Government points of contact for this contract are as follows:

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S
REPRESENTATIVE:

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

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HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE
CONTRACT SPECIALIST:

CONTRACTING OFFICER:

DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions.

As prescribed in [232.7004\(b\)](#), use the following clause:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEVIATION 2013-O0005) (JAN 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 Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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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, File Transfer Protocol, or PayWeb.

(1) To access PayWeb, the vendor may go to the following site:

<https://ononline.onr.navy.mil/payweb/>

(2) For instructions on PayWeb payment request submission, please contact the office identified below:

DFAS Columbus Center, West Entitlement
P.O. Box 182381
Columbus, OH 43218-2381

(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).

Voucher Documents

--Cost Voucher – this voucher is used for CPAF, CPFF, CPIF, Cost (No Fee), Cost-Sharing, Time-and-Material, and Labor-Hour contracts/CLINs. When used, one of these FAR payment clauses must be included in Section I of the award (52.216-7, 52.216-13, 52.216-14, and 52.232-7).

--Cost Voucher--Shipbuilding – this voucher is used for cost type ship design and construction procurements with shipbuilding companies where the work involves the design, construction, or nuclear repair/overhaul of ships and where the contracts are administered by a Supervisor of Shipbuilding (SUPSHIP).

--Grant Voucher (this is the electronic version of SF270) – this voucher is used for grants and cooperative agreements. Reminder: If you are awarding a grant or cooperative agreement, it must also be posted on EDA and reported to the DoD Grants and Assistance database at <http://siadapp.dmdc.osd.mil/grants.htm>.

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

DESTINATION

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

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

| | |
|---------------------------|--------|
| Pay Official DoDAAC | HQ0339 |
| Issue By DoDAAC | N63394 |
| Admin DoDAAC | S0512A |
| Inspect By DoDAAC | N63394 |
| Ship To Code | N63394 |
| Ship From Code | SOURCE |
| Mark For Code | N63394 |
| Service Approver (DoDAAC) | N63394 |
| Service Acceptor (DoDAAC) | N63394 |

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Accept at Other DoDAAC LPO DoDAAC N63394
DCAA Auditor DoDAAC HAA724
Other DoDAAC(s) DESTINATION

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

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

(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.

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

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

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216-8). Award fee amount is subject to the requirements delineated in N/A. 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:

ESTIMATED

| ITEM(S) | EST COST | BASE FEE | PERIOD OF |
|---------|----------|----------|-----------|
|---------|----------|----------|-----------|

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

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

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

252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE. (SEP 2009)

Accounting Data

| SLINID | PR Number | Amount |
|---|-----------------|--------|
| 700001 | 130042867100001 | |
| LLA : | | |
| AA 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002315307 | | |

MOD 02

700002 130043500700001
 LLA :
 AB 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002360482
 FS: OMN
 FED: 9/30/2014
 WCD: 9/30/2014
 For Code 206 Fleet Staff Rep support

900001 130042867100002
 LLA :
 AA 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002315307
 FS: WCF
 FED: n/a
 WCD: 6/30/2015
 ODC for Base Year Command Management and Support Services

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MOD 04

700003 130044754400001
 LLA :
 AC 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002444058
 FS: WCF
 FED: n/a
 WCD: 9/30/2015
 For Engineering, Technology, and Innovation Support

MOD 05

700004 130043500700002
 LLA :
 AB 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002360482
 FS: OMN
 FED: 9/30/2014
 WCD: 9/30/2014
 For Code 206 Fleet Staff Rep support

MOD 06

700005 130043500700003
 LLA :
 AB 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002360482
 FS: OMN
 FED: 9/30/2014
 WCD: 9/30/2014
 For Fleet Staff Rep support, Code 206
 (10 U.S.C. 2410(a) Authority is invoked)

MOD 08

700006 130042867100003
 LLA :
 AA 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002315307
 FS: WCF
 FED: N/A WCD: 12/31/2014
 For Code 100 Command Management support services

MOD 09

700007 130042867100004
 LLA :
 AA 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002315307
 FS: WCF
 FED: N/A WCD: 6/30/2015
 For Code 100 Command Management support services

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MOD 10

700008 130042867100005
 LLA :
 AA 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002315307
 FS: WCF
 FED: N/A WCD: 6/30/2015
 For Command Management Support services

MOD 12

700009 130042867100007
 LLA :
 AA 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002315307
 FS: WCF
 FED: N/A WCD: 6/30/2015
 For Command Management Support Services

710001 130050286000001
 LLA :
 AG 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002904736
 FS: WCF
 FED: N/A WCD: 9/30/2016
 For Facilities, Code 107

MOD 14

910001 130050286000002
 LLA :
 AG 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002904736
 FS: WCF
 FED: N/A WCD: 6/30/2016
 For Facilities, Code 107

MOD 16

710002 130050286000003
 LLA :
 AD 97X4930 NH1K 251 77777 0 050120 2F 000000 A10002904736
 FS: WCF
 FED: N/A WCD: 6/30/2016

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For Command Management support services

MOD 17

710003 130050286000004
 LLA :
 AG 97X4930 NH1K 251 77777 0 050120 2F 000000 A00002904736
 FS: WCF
 FED: N/A WCD: 6/30/2016
 For Command Management support services

MOD 18

720001 130057271500001
 LLA :
 AE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003454642
 FS: WCF
 FED/WCD: 6/30/2017
 Management services in support of Corporate Operations, Code 016

920001 130057271500002
 LLA :
 AE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003454642
 FS: WCF
 FED/WCD: 6/30/2017
 Management services in support of Corporate Operations, Code 016

MOD 20

720002 130057271500003
 LLA :
 AE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003454642
 FS: WCF
 Non-expiring
 Management services for Corporate Ops, Code 106

MOD 21

720003 130057271500004
 LLA :
 AE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003454642
 FS: WCF
 FED: non-exp WCD: 12/31/2017
 Management services in support of Corporate Operations, Code 016

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MOD 23

721001 130065424000001

LLA :

AF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004070431
Funding provided for the six month extension.

921001 130065424000002

LLA :

AF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004070431
Funding for six month extension.

721002 130057271500007

LLA :

AG 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003454642
APPN: NWCF
WCD:6/30/18
Funding in support of Section C.

MOD 27

700009 130042867100007

LLA :

AA 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002315307
FS: WCF
FED: N/A WCD: 6/30/2015
For Command Management Support Services

720003 130057271500004

LLA :

AE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003454642
FS: WCF
FED: non-exp WCD: 12/31/2017
Management services in support of Corporate Operations, Code 016

720004 130065424000003

LLA :

AF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004070431

721002 130057271500007

LLA :

AG 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003454642
APPN: NWCF
WCD:6/30/18
Funding in support of Section C.

7300AB 130065424000006

LLA :

AF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004070431

910001 130050286000002

LLA :

AC 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002904736

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FS: WCF
FED: N/A WCD: 6/30/2016
For Facilities, Code 107

920001 130057271500002
LLA :
AE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003454642
FS: WCF
FED/WCD: 6/30/2017
Management services in support of Corporate Operations, Code 016

921002 130065424000004
LLA :
AF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004070431

9300AB 130065424000005
LLA :
AF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004070431

MOD 28

7300AC 130065424000007
LLA :
AF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004070431

MOD 28 Funding 761640.86
Cumulative Funding 8631514.68

MOD 29

7300AC 130065424000007
LLA :
AF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004070431

7400AB 130065424000011
LLA :
AF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004070431

9300AB 130065424000005
LLA :
AF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004070431

9400AB 130065424000010
LLA :
AF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004070431

MOD 31

7400AC 130065424000012
LLA :
AF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004070431
The fee has been fully funded according to the COR, Sharon Sanders 2/24/2020

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SECTION H SPECIAL CONTRACT REQUIREMENTS

1.0 Special Requirements: See Section J, Attachment 4

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 194,497 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 man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 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.

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

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

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

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

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

(End of Text)

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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 1999)

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

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

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

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

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

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

(End of Text)

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SECTION I CONTRACT CLAUSES

The following clauses are incorporated by reference

| | | |
|-----------|---|----------|
| 52.203-16 | PREVENTING PERSONAL CONFLICT OF INTEREST | DEC 2011 |
| 52.204-2 | SECURITY REQUIREMENTS | AUG 1996 |
| 52.209-5 | CERIFICATION REGARDING RESPONSIBILITY MATTERS | APR 2010 |
| 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | NOV 2011 |
| 52.219-25 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING | DEC 2010 |
| 52.222-41 | SERVICE CONTRACT ACT OF 1965 | NOV 2007 |
| 52.222-17 | NONDISPLACEMENT OF QUALIFIED WORKERS | JAN 2013 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | AUG 2003 |
| 52.223-10 | WASTE REDUCTION PROGRAM | MAY 2011 |
| 52.223-19 | COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEM | MAY 2011 |
| 52.228-5 | INSURANCE—WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN 2013 |

52.244-2 -- Subcontracts.

As prescribed in [44.204](#)(a)(1), insert the following clause:

Subcontracts (Oct 2010)

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

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

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

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

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

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

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

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(2) Is fixed-price and exceeds—

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

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- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

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| 52.246-23 | LIMITATION OF LIABILITY | FEB 1997 |
| 52.246-24 | LIMITATION OF LIABILITY-HIGH VALUE ITEMS | FEB 1997 |
| 252.202-9101 | ADDITIONAL DEFINITIONS (FT) ALTERNATE II | MAY 1993 |

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
(NAVSEA VARIATION) (SEP 2009)**

(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.

| CLIN | OPTION PERIOD | LATEST OPTION EXERCISE DATE |
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| | | |

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years.

(End of Text)

252-217-7001 SURGE OPTION (AUG 1992)

(a) General. The Government has the option to—

(1) Increase the quantity of supplies or services called for under this contract by no more than the number of hours stated in CLINs 7001,7101, and 7201.

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

(b) Schedule.

(1) When the Production Surge Plan (DI-MGMT-80969) is included in the contract, the option delivery schedule shall be the production rate provided with the Plan. If the Plan was negotiated before contract award, then the negotiated schedule shall be used.

(2) If there is no Production Surge Plan in the contract, the Contractor shall, within 30 days from the date of award, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure.

(3) The Contractor shall not revise the option delivery schedule without approval from the Contracting Officer.

(c) Exercise of option.

(1) The Contracting Officer may exercise this option at any time before acceptance by the Government of the final scheduled delivery.

(2) The Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be added or accelerated under the terms of this clause, followed by a contract modification incorporating the transmitted information and instructions. The notice and modification will establish a not-to-exceed price equal to the highest contract unit price or cost of

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the added or accelerated items as of the date of the notice.

(3) The Contractor will not be required to deliver at a rate greater than the maximum sustainable delivery rate under paragraph (b)(2) of this clause, nor will the exercise of this option extend delivery more than 24 months beyond the scheduled final delivery.

(d) Price negotiation.

(1) Unless the option cost or price was previously agreed upon, the Contractor shall, within 30 days from the date of option exercise, submit to the Contracting Officer a cost or price proposal (including a cost breakdown) for the added or accelerated items.

(2) Failure to agree on a cost or price in negotiations resulting from the exercise of this option shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

(End of Text)

All of the Basic Seaport MAC Data Rights clauses apply as if fully set forth herein and are in full force and effect, as appropriate, with respect to any and all data deliverables specified in Section C the PWS.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

(7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high

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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 <st1:ST1:COUNTRY-REGION w:st="on">United States</st1:ST1:COUNTRY-REGION> government purposes.

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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(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

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

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

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

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

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

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

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

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (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—

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(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

*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.

(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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____
Expiration Date _____

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

(End of legend)

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

LIMITED RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____N00178-14-D-8026-L601____, License No. ____ (Insert license identifier)____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the

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markings.

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without

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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)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier

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subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

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

(7) “Developed” means that—

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

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

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

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

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

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

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

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

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

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

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

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for <st1:ST1:COUNTRY-REGION w:st="on">United States</st1:ST1:COUNTRY-REGION> government purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) Computer software developed exclusively with Government funds;
- (ii) Computer software documentation required to be delivered under this contract;
- (iii) Corrections or changes to computer software or computer software

documentation furnished to the Contractor by the Government;

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

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

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

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

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

(2) Government purpose rights.

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

(ii) Government purpose rights shall remain in effect for a period of five years

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

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

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

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

(3) Restricted rights.

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

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

(iii) The Contractor acknowledges that—

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

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

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

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

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to

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provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such

identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

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

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

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

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

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

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

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

Date _____
Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

____N00178-14-D-8026-L601____, License No. ____ (Insert license identifier)____. Any reproduction of computer software, computer

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software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

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

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

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

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

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

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____
 Printed Name and Title _____

 Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this

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provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

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SECTION J LIST OF ATTACHMENTS

Exhibit 1 - CDRLS (Finalized)

Attachment 1 - Contractor Non-Disclosure Agreement

Attachment 2 - Wage_Determination

Attachment 3 - QASP

Attachment 4 - Special_Requirements

Attachment 5 - DD254 Finalized

Attachment6 - Contractor Roster