

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
J

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
02

3. EFFECTIVE DATE  
02-Feb-2017

4. REQUISITION/PURCHASE REQ. NO.  
N5399617RCIASPT

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

6. ISSUED BY CODE  
NAVSUP FLC San Diego, Code 200  
3985 Cummings Road  
San Diego CA 92136-4200

N00244

7. ADMINISTERED BY (If other than Item 6) CODE  
DCMA SAN DIEGO  
9174 Sky Park Court, Suite 100  
SAN DIEGO CA 92123-4353

S0514A  
SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  
Sentek Consulting Inc dba Sentek Global  
2811 Nimitz Blvd. STE G  
San Diego CA 92106-4311

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7917 / N00178-14-D-7917-NW01

10B. DATED (SEE ITEM 13)

02-Feb-2015

CAGE CODE  
1W2Y5

FACILITY CODE

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

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

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

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

Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY \_\_\_\_\_  
(Signature of Contracting Officer)

30-Jan-2017

(Signature of person authorized to sign)

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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**GENERAL INFORMATION**

The purpose of this modification is to fully fund and exercise Option Year 2 under CLIN 8002 POP 2FEB2017 - 1FEB2018. Accordingly, said Task Order is modified as follows:

Option Year 2 is hereby exercised.

All other terms and conditions remain unchanged.

52.232-18 Availability of Funds. Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8002	O&MN,N	0.00	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8002	0.00	[REDACTED]	[REDACTED]

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 FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R425	Information Technology Engineering Support Services for Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) / Risk Management Framework (RMF) Certification and Accreditation - Basic (O&MN,N)	12.0	MO		
8001	R425	Information Technology Engineering Support Services for Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) / Risk Management Framework (RMF) Certification and Accreditation - OPTION 1 (O&MN,N)	12.0	MO		
8002	R425	Information Technology Engineering Support Services for Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) / Risk Management Framework (RMF) Certification and Accreditation - OPTION 2 (O&MN,N)	12.0	MO		
8003	R425	Information Technology Engineering Support Services for Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) / Risk Management Framework (RMF) Certification and Accreditation - OPTION 3 (O&MN,N)  Option	12.0	MO		
8004	R425	Information Technology Engineering Support Services for Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) / Risk Management Framework (RMF) Certification and Accreditation - OPTION 4 (O&MN,N)  Option	12.0	MO		

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **PERFORMANCE WORK STATEMENT (PWS)**

#### **INFORMATION TECHNOLOGY ENGINEERING SUPPORT SERVICES**

#### **FOR DIACAP/RMF CERTIFICATION**

#### **AND ACCREDITATION**

#### **IN SUPPORT OF**

#### **TACTICAL TRAINING GROUP PACIFIC (TTGP)**

1. **GENERAL.** This is a non-personal services contract to provide Information Technology Engineering Support Services for Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) / Risk Management Framework (RMF) Certification and Accreditation in support of Tactical Training Group, Pacific (TTGP). The Government shall not exercise supervision or control over individual contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. The salient purpose of this work effort is to ensure that all Information Systems (IS) being used at TTGP are consistently DIACAP/RMF compliant.

1.1 INTRODUCTION. TTGP primary mission is to train Carrier Strike Groups (CSG), Expeditionary Strike Groups (ESG) and Amphibious Ready Groups (ARG) of Commander, THIRD and SEVENTH Fleets in doctrine, tactics, techniques and procedures. TTGP training includes operations in current and emerging warfare areas as well as integrated Naval, Joint, Coalition and Combined environments. Commander, Pacific Fleet (CPF) has directed TTGP to conduct the Fleet Readiness Training Plan with each deploying CSG/ESG/ARG including school house training and Fleet Synthetic Training (FST). One of the elements that supports TTGP mission is utilization of various Information Systems (IS) that are either newly developed or needing revisions or updates. Prior to incorporation into existing networks, these systems must pass DIACAP/RMF program certification and accreditation process. TTGP does not have organic capability to perform the required IT Engineering Support Services, and therefore, contractual action is the only recourse. Due to continuous development of new systems, and vulnerability and efficiency upgrade to existing IS systems, multiple packages are required each year. As such, continuous contractual service is required.

1.2 DESCRIPTION OF SERVICES. The requirement is for IT Engineering Support Services for TTGP's Information Systems to be able to conform to DIACAP/RMF program. The services will include: preparation of IS's packages under strict adherence to DIACAP/RMF standardized processes and templates, and to submit completed packages for certification and accreditation; monitoring and verification of DIACAP/RMF compliance of existing IS systems in accordance with DISA-approved Information Assurance (IA) controls ; and Contingency Plan (CP) maintenance.

1.2.1 TTGP utilizes Special Purpose Program Networks (SPPN) to provide in-house training and distributed Fleet Synthetic Training (FST) events. SPPN network domains are as follows: TTGP Classified Training Enclave (TTGPCTE) and TTGP Unclassified Training Enclave (TTGPUTE).

1.2.1.1 TTGPCTE is a "Classified" (Red U.S. SECRET) network domain identified by Command Communications Service Designator (CCSD) 7S94 and hosted by Navy Warfare Development Command's (NWDC) Navy Continuous Training Environment (NCTE) Enterprise. NCTE enables training systems and training simulators network interconnections supporting TTGP in-house training and distributed Fleet Synthetic Training (FST) events. The TTGPCTE consists of essentially five nodes. The primary nodes are located at TTGP, Naval Base Point Loma San Diego, CA; TTGP Detachment Yokosuka (DY), Fleet Activities Yokosuka, JA; Expeditionary Warfare Training Group Pacific (EWTGP), Naval Amphibious Base, Coronado, CA; Afloat Training Group Middle Pacific (ATGMP), Pearl Harbor, HI; and Afloat Training Group Pacific Northwest (ATGPNW) Everett, WA. (Note: "Information Assurance Controls Validation MAC III Classified" network domain.)

1.2.1.2 TTGPUTE is a legacy accepted "Unclassified" network domain that identified by CCSD 79PS hosted by Navy Marine Corps Intranet (NMCI) Navy's Non-classified Internet Protocol Router Network (NIPRNET)

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Enterprise. The TTGPUTE primary node is located at TTGP, Naval Base Point Loma, in San Diego, CA. Note: “Information Assurance Controls Validation MAC III Sensitive” network domain.

**1.3 REQUIREMENT JUSTIFICATION.** The primary parties responsible for implementing IA requirements for a Navy Automated Information System (AIS) are the Designated Approval Authorities (DAA) and the resident program manager or system owner in accordance with OPNAVINST 5239.1C. Moreover, DoD Directive 8500.1, *Information Assurance* and CJCSI 6211.02C, *Defense Information System Network (DISN) Policy and Responsibilities*, requires that any AIS with a need to connect to the DISN must first be hardened to baseline DoD Information Assurance (IA) standards and certified by the US Navy Certification Authority (Navy CA). As part of this process, all IA requirements shall be compiled in the DIACAP Implementation Plan (DIP), which is required for accreditation by the Navy’s Operational Designated Approval Authority (ODAA), which is the Naval Network Warfare Command (NETWARCOM).

**2. SCOPE.** The contractor shall provide IT Engineering Support Services for TTGP’s Information Systems to be able to conform to DIACAP/RMF program requirements. The services will include: preparation of IS’s packages under strict adherence to DIACAP/RMF standardized processes and templates, and to submit completed packages for certification and accreditation; monitoring and verification of DIACAP/RMF compliance of existing IS systems in accordance with DISA-approved Information Assurance (IA) controls ; and Contingency Plan (CP) maintenance.

**3. APPLICABLE PUBLICATIONS.** Applicable publications as follows:

- Federal Information Security Management Act of 2002, FISMA, 44 USC 3541, E-Government Act of 2002, Pub. L. 107-347, 116 Stat. 2899
- Chairman of the Joint Chiefs of Staff Instruction (CJCSI) 6211.02C, *Defense Information System Network (DISN) Policy and Responsibilities*, dated 8 July 2008
- Department of Defense(DoD), DoD Instruction (DoDI) 8510.01, *Department of Defense Information Assurance Certification and Accreditation Process (DIACAP)*, dated 28 November 2007, which is reissued/renamed as: Department of Defense, DoD Instruction (DoDI) 8510.01, *Department of Defense Risk Management Framework (RMF)*, dated 12 March 2014
- Department of Defense, DoD Directive (DoDD) 8500.01E, *Information Assurance (IA)*, dated 23 April 2007
- Department of Defense, DoDI 8500.2, *Information Assurance (IA) Implementation*, dated 06 February 2003
- Secretary of the Navy, SECNAVINST 5239.39, *Information Assurance (IA) Policy*, dated 17 June 2009
- Chief of Naval Operations, OPNAVINST 5239.1C, *Navy Information Assurance Program*, dated 20 August 2008
- DoDI 8570.1M, *Information Assurance Workforce Improvement Program*

**4. TASK REQUIREMENTS.** For the TTGPUTE and TTGPCTE networks and related systems, the Contractor shall provide DIACAP/RMF Package Development, mandated DIACAP/RMF Plan Compliance Verification, and perform Contingency Plan (CP) review and monitoring. (Task performance frequency and resulting deliverables are listed in Attachment 1 - Technical Exhibit (TE) 1 - CDRLs and Attachment 2 - TE 2 -Workload Table (Estimate) and include a monthly technical report of DIACAP package updates and compliance verifications.

**4.1 DIACAP/RMF Package Development and Submission.** The Contractor shall provide DIACAP/RMF Package Development for TTGPUTE and TTGPCTE networks and related systems to include (for each package):

**4.1.1** Provide an initial review of the IA DIACAP/RMF requirements and provide recommendations to network compliance solutions and C&A plan development on following: mission description; user descriptions; operating and computing environments; physical security, threat analysis; security roles; system architecture diagrams; external interfaces and data flows; and Ports, Protocols and Services (PPS); and contingency planning. Submit and brief initial package draft.

**4.1.1.1** Provide weekly review, analysis, and assessment of the published IA DIACAP/RMF instruction and guideline updates. Document impacts to current and in-process network domain and system packages. Submit review results in the monthly DIACAP/RMF package.

**4.1.2** Provide monthly review and validation on registration status of proposed software and systems against Department of Navy (DoN) Application and Database Management System and Department of Defense (DoD) IT Portfolio Repository (DADMS/DITPR-DON) and provide feedback to TTGP IAM. Submit review results in the monthly DIACAP/RMF package.

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4.1.3 Provide monthly review of proposed new systems against Department of Defense (DOD) Program of Record (POR) and Non-POR system Navy Reciprocity Agreements and identify applicable Authority to Operate (ATO) letters listed in Enterprise Mission Assurance Services (eMASS). Submit review results monthly.

4.1.4 Provide monthly research, identification, and assessment of MAC level assigned IA controls for the test and integration of software and hardware technologies. Submit review results in the monthly DIACAP/RMF package. Task includes:

4.1.4.1 Develop and propose a test and integration schedule.

4.1.4.2 Validate and document approved IA controls implementation.

4.1.5 Develop and propose a validation plan and procedures. Submit review results in the monthly DIACAP/RMF package. Task includes:

4.1.5.1 Implement approved validation plan testing and document evaluation and vulnerability assessments results.

4.1.5.2 Develop a residual risk assessment specifically factoring in the inherited IA controls provided by NCTE, NMCI, and the current security support structure.

4.1.6 Review, validate, and document software and hardware IA configuration hardening in accordance with Defense Information Systems Agency (DISA) Security Technical Implementation Guidance (STIGs), Checklists, and Security Readiness Review Scripts (SRRs). Submit review results in the monthly DIACAP/RMF package.

4.1.7 Perform hardening vulnerability scans to include use of Assured Compliance Assessment Solution (ACAS), Secure Configuration Compliance Validation Initiative (SCCVI), and Retina and Security Content Automation Protocol (SCAP) Tool. Assess results, document, and provide remediation recommendations. Submit review results in the monthly DIACAP/RMF package.

4.1.8 Perform a final security scan, analyze results, and submit a risk assessment report. Submit review results in the final DIACAP/RMF package. (See "SECURITY SCAN" definition)

4.1.9 Develop and submit a Plan of Action and Milestone (POA&M) addressing C&A tasking and milestones, incorporation of post ATO operational testing, vulnerability mitigations, resource management, and lifecycle supportability and sustainability requirements for approval. Submit review results in the monthly DIACAP/RMF package. Task includes:

4.1.9.1 Develop and submit a System Identification Profile (SIP).

4.1.10 Assemble and upload a final draft DIACAP/RMF package for review via eMASS. Task includes:

4.1.10.1 Monitor, track, and update the package scorecard throughout the review process, reporting any delays or issues impacting ATO issuance.

4.1.10.2 Coordinate and participate in package development teleconferences held with Echelon II Representative, Navy Certification Authority (CA); addressing C&A artifacts and technical data, and providing inputs on IA controls and risk mitigation to support Review Authority (RA) consensus.

4.1.10.3 Modify the package based on Echelon II Representative and Navy CA guidance and TTGP IAM concurrence.

4.1.10.4 Upload and submit the C&A Plan to TTGP IAM via eMASS for final review and approval.

4.2 DIACAP/RMF Plan Compliance Verification. The Contractor shall provide mandated DIACAP/RMF Plan Compliance Verification of TTGP/UTE and TTGP/CTE networks and related systems to include:

4.2.1 Scan, review, validate, and document network domain and system ATO C&A compliance on weekly basis. Submit results monthly.

4.2.2 Provide daily domain ACAS server configuration and administration to include periodic application updates.

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Submit results monthly. Task includes:

4.2.2.1 Initiate and track ACAS scans; document results and provide remediation recommendations.

4.2.3 Provide monthly review and validation of McAfee Host Based Security System (HBSS) system administration and configuration policies, and provide update recommendations. Submit recommendations monthly.

4.2.4 Provide daily domain Secure Configuration Compliance Validation Initiative (SCCVI)/Retina application configuration and administration. Review scans weekly. Submit results monthly. Task includes:

4.2.4.1 Initiate and track SCCVI/Retina scans; document results and provide remediation recommendations.

4.2.5 Provide validation and documentation of software and hardware IA configuration hardening in accordance with periodically revised Defense Information Systems Agency (DISA) Security Technical Implementation Guidance (STIGs), Checklists, and Security Readiness Review Scripts (SRRs) issuances. Process shall be performed by the contractor un-announced during randomly selected days twice monthly. Submit results on a monthly basis.

4.2.6 Provide daily domain Vulnerability Management System (VMS) and Vulnerability Remediation Asset Manager (VRAM) configuration and administration. Analyze and review scan results weekly. Submit results monthly. Task includes:

4.2.6.1 Monitor and track VMS and VRAM scans; document results and provide remediation recommendations.

4.2.7 Twice a day provide monitoring of Online Compliance Reporting System (OCRS) Information Assurance Vulnerability Alerts/Bulletin's (IAVA/B), and Communication Tasking Order (CTO) data calls; identify and acknowledgement new vulnerabilities. Submit results daily.

4.2.7.1 Review, assess, and report the network domain and systems applicable IAVA/B and CTO's and provide remediation recommendations.

4.2.8 Twice a week participate in designated TTGP IA C&A meetings and tele-conferences addressing current and proposed IA directive compliance requirements, impacts, and remediation recommendations.

4.2.9 Provide weekly registration status review and validation of software and systems against Department of Navy (DoN) Application and Database Management System and Department of Defense (DoD) IT Portfolio Repository (DADMS/DITPR-DON). Submit review results weekly.

4.2.10 Provide monthly monitoring, tracking, and documenting DOD POR and Non-POR System Navy Reciprocity Agreements ATO compliance listed in eMASS, identifying dates expiring in 90 days, and provide remediation recommendations. Submit results monthly.

4.2.11 Cyber Security Inspection (CSI) support requirements. Submit results daily. Task includes:

4.2.11.1 Implement and document requested on-demand vulnerability scans.

4.2.11.2 Review and upload inspection results in VMS/VRAM and provide remediation recommendations.

4.2.11.3 Attend designated CSI meetings and tele-conferences and provide system status to include inspection compliance requirements, impacts, remediation recommendations, and scan results.

4.3 The Contractor shall perform Contingency Plan (CP) review and monitoring of TTGPUTE and TTGPCTE networks, and submit reports annually. Tasks include:

4.3.1 Review CP, validate compliance, and submit update recommendations.

4.3.2 Monitor CP policy implementation and document results during periodic CP tests.

**5. DELIVERABLES.** See TE-1 –Contract Deliverable Requirement List (CDRL).

**6. PERSONNEL REQUIREMENTS.**

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6.1 Key and Non-key Personnel. The following personnel is considered Key Personnel by the Government: IA Systems Engineer - Fully Qualified Level (FQL) Navy Validator (NV). The following personnel is considered Non-Key Personnel by the Government: IA Systems Engineer - Intermediate Qualified Level (IQL) Navy Validator (NV). Minimum qualifications are located in Section L – Instructions, Conditions, and Notices to Offerors.

6.2 The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 8:00 am to 4:30 pm, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

**7. PERFORMANCE STANDARDS.** Performance standards are shown in TE - 3. These standards are deemed critical to the success of the program but do not alleviate the contractor from complying with all other PWS aspects. The contractor shall actively manage compliance with the performance standards on a continuous basis and document compliance monthly to the COR per the contractor’s Quality Control Plan.

**8. QUALITY ASSURANCE.** The government shall evaluate the contractor’s performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

**9. QUALITY CONTROL.** The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor’s quality control program is the means by which he assures himself that his work complies with the requirement of the contract. Quality Control Plan (QCP) shall be submitted with the proposal.

**10. WORKLOAD.** See TE 2 - Work Load Estimate table

**11. PERIOD OF PERFORMANCE.** Contract will be for a base period of twelve (12) months and four 12-months Option periods. Period of Performance (POP) as follows:

	Start	End
Base Year	02 February 2015	01 February 2016
Option Year One	02 February 2016	01 February 2017
Option Year Two	02 February 2017	01 February 2018
Option Year Three	02 February 2018	01 February 2019
Option Year Four	02 February 2019	01 February 2020

**12. PLACE OF PERFORMANCE.** The work to be performed under this contract will be performed at:

████████████████████  
████████████████████  
████████████████████

**13. HOURS OF OPERATION / HOLIDAYS.** The Contractor shall have personnel available during the normal hours of operation except for authorized holidays as follows:

- |                                   |                  |
|-----------------------------------|------------------|
| New Year’s Day                    | Labor Day        |
| Martin Luther King Jr.’s Birthday | Columbus Day     |
| President’s Day                   | Veteran’s Day    |
| Memorial Day                      | Thanksgiving Day |
| Independence Day                  | Christmas Day    |

The contractor is responsible for conducting business, between the hours of 6: 30 am – 4:30 pm PST Monday thru



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Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

**14. SECURITY.** Contractor personnel performing work under this contract must have a SECRET Security level at time of the proposal submission, and must maintain the level of security required for the life of the contract. The security requirements are in accordance with the Attachment 4 - DD254.

14.1 Physical Security. The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

**15. IDENTIFICATION OF CONTRACTOR EMPLOYEES.** All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel will be required to obtain and wear badges in the performance of this contract.

**16. POST AWARD CONFERENCE/PERIODIC PROGRESS MEETINGS:** The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

## **17. GOVERNMENT FURNISHED ITEMS AND SERVICES**

17.1. Facilities: The Government will provide the necessary workspace for the contractor staff to provide the support outlined in the PWS to include desk space, telephones, computers, and other items (e.g. office supplies) necessary to maintain an office environment.

17.2 Materials: The Government will provide access to or copy of all applicable documents listed in section 3 of this PWS.

17.3 Utilities: The Government will provide all utilities in the facility will be available for the contractor's use in performance of tasks outlined in this PWS.

## **18. CONTRACTOR FURNISHED ITEMS AND SERVICES.**

18.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 12 of this PWS.

18.2 Secret Facility Clearance: The contractor shall possess and maintain a Secret facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract shall have been granted a SECRET security clearance from the Defense Industrial Security Clearance Office. The DD 254 is provided as Attachment 4.

**19. CONTRACTING OFFICER REPRESENTATIVE (COR).** The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government

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furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

**20. DATA RIGHTS.** The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

**21. ORGANIZATIONAL CONFLICT OF INTEREST.** Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

**22. DEFINITIONS.**

**CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

**CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

**CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

**DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

**DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

**INFORMATION SYSTEM (IS).** A combination of hardware, software, infrastructure and trained personnel organized to facilitate planning, control, coordination, and decision making in an organization.

**KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

**PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

**QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

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**QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

**QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

**SECURITY SCAN.** Fundamental task associated with IA, where the contractor uses Government provided software. DISA directs mandatory system scanning software which is utilized to verify that networks and systems on the networks are DISA IA compliant against the latest identified security threats. As part of the package development and validation process, the Contractor runs these mandated programs that scan the networks for security vulnerabilities. The identified vulnerabilities are then corrected or mitigated by the government's network team (not the contractor) and the validation process is repeated until the network or system conforms to DISA standards and can be submitted for accreditation.

**SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

**WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

**WORK WEEK.** Monday through Friday, unless specified otherwise.

### 23. ACRONYMS.

ACRONYM	DEFINITION
ACAS	Assured Compliance Assessment Solution
AIS	Navy Automated Information System
ATO	Authority to Operate
C&A	Certification and Accreditation
CA	Certification Authority
CDRL	Contract Data Requirements List
CIB	Communications Information Bulletin
CM	Change Management
CNO	Chief of Naval Operations
COR	Contracting Officer's Representative
CPF	Commander Pacific Fleet
CSG	Carrier Strike Group
CTO	Communication Tasking Order
DAA	Designated Approval Authorities
DITPR-DON	DOD Information Technology Portfolio Registry-Department of the Navy
DIACAP	Department of Defense Information Assurance Certification and Accreditation Process
DADMS	DON Application and Database Management System
DISA	Defense Information Systems Agency
DISN	Defense Information System Network
DIP	DIACAP Implementation Plan
DoD	Department of Defense
DoDD	DoD Directive
DoDI	DoD Instruction
DY	Detachment Yokosuka
EMASS	Enterprise Mission Assurance Services

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ESG	Expeditionary Strike Groups
EWTGP	Expeditionary Warfare Training Group Pacific
FI SMA	Federal Information Security Management Act
IA	Information Assurance
IAC	Information Assurance Controls
IAM	Information Assurance Manager
ISSE	Information System Security Engineering
MMVCIS	Multi-Modal Voice Communications Interface System
NIPRNET	Navy's Non-classified Internet Protocol Router Network
NCTE	Navy Continuous Training Environment
NMCI	Navy Marine Corps Intranet
NETWARCOM	Naval Network Warfare Command
NWDC	Navy Warfare Development Command
ODAA	Operational Designated Approval Authority
POA&M	Plan of Action and Milestone
POC	Point of Contact
PIT	Platform Information Technology
PPS	Ports, Protocols and Services
PRA	PIT Risk Approval
RA	Review Authority
RMF	Risk Management Framework
SCAP	Security Content Automation Protocol
SCCVI	Secure Configuration Compliance Validation Initiative
SIP	System Identification Profile
SRR	Security Readiness Review Scripts
STIG	Security Technical Implementation Guidance
TA	Technical Assistant
TE	Technical Exhibit
TTGP	Tactical Training Group, Pacific
TTGPCTE	Tactical Training Group Pacific Classified Training Enclave
TTGPUTE	Tactical Training Group Pacific Unclassified Training Enclave
USN	United States Navy
VRAM	Vulnerability Remediation Asset Manager

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## **SECTION D PACKAGING AND MARKING**

### **1.0 GENERAL.**

There is no packaging or marking requirements for the services to be provided in response to the Task Order unless otherwise indicated by the Contracting Officer Representative (COR). All requirements for packaging and marking of documents associated with these services shall be packaged, packed and marked in accordance with Section D of the MAC contract.

### **2.0 DATA PACKAGE LANGUAGE**

- 2.1 All unclassified data shall be prepared and submitted in accordance with Technical Exhibit - 1.
- 2.2 Classified reports, data, and documentation shall be prepared for shipment (if required) in accordance with National Industrial Security Programming Operating Manual (NISPOM), DoD 5220.22-M dated January 1995.

### **3.0 MARKING OF REPORTS**

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

- 3.1.1 Name and business address of the Contractor
- 3.1.2 Contract Number
- 3.1.3 Task Order Number

All Deliverables shall be packaged and marked IAW DFARS Clauses 252.227-7013 Rights in Technical Data -Noncommercial Items, and 252.227-7014 - Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (both incorporated in full text).

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be performed in accordance with the basic MAC contract. In accordance with Section E of the MAC contract, all cost reimbursement MAC terms are incorporated at the Task Order level for any ordered items. These include the following clauses from Section E of the MAC contract:

52.246-4 Inspection of Services-Fixed Price

52.247-34 FOB Destination

252.246-7000 Material Inspection and Receiving Report

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## SECTION F DELIVERABLES OR PERFORMANCE

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

8000	2/2/2015 - 2/1/2016
8001	2/2/2016 - 2/1/2017
8002	2/2/2017 - 2/1/2018

### CLIN - DELIVERIES OR PERFORMANCE

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

8000	2/2/2015 - 2/1/2016
8001	2/2/2016 - 2/1/2017
8002	2/2/2017 - 2/1/2018

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

8003	2/2/2018 - 2/1/2019
8004	2/2/2019 - 2/1/2020

Services to be performed hereunder will be provided at:

[REDACTED]

### F2 DELIVERY OF DATA (OCT 1992)

Place and time of delivery of data shall be as specified on the Contract Data Requirements List (CDRL) which is Technical Exhibit 1 to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

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**SECTION G CONTRACT ADMINISTRATION DATA**

**G24 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

**CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2011)**

(a) Functions: The Contracting Officer for this contract is identified on the basic contract. Only the Contracting Officer can change the basic contract, and the Contracting Officer maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Contracting Officer of the Fleet Logistics Center, San Diego, CA. Unless otherwise noted, all references to "Contracting Officer" or "Task Order Manager (TOM)" in the text of this task order and the basic contract refer to the Task Order Contracting Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel – that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Contracting Officer is:

[REDACTED]

(d) The Task Order Negotiator is:

[REDACTED]

(e) Ombudsman for the Fleet Logistics Center, San Diego CA is:

[REDACTED]

(f) Contracting Officer Representative is:

[REDACTED]

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

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit,



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activity, or organization.

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

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

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

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

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

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

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

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

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

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

2-IN-1

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

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

\_\_\_\_\_  
(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(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	N00244
Admin DoDAAC	S0514A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N53996
Service Acceptor (DoDAAC)	N53996
Accept at Other DoDAAC	N/A

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LPO DoDAAC	N53996
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

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

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

[REDACTED]

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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.

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Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

**252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)**

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

Accounting Data

SLINID	PR Number	Amount
8000	N5399315RCIASPT [REDACTED]	[REDACTED]
LLA :		
AA 1751804 70CA 250 53996 0 068688 2D CIASPT 539965TTGRKQ		
Standard Number: N5399615RCIASPT		

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 01

8001	N5399616RCIASPT	[REDACTED]
LLA :		
AB 1761804 70CA 254 00070 M 045924 2D CIASPT 53996TTGRKQ		

MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 02

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8002 R5399617RCIASPT

LLA :

AC 1771804 70CA 251 53996 0 068688 2D CIASPT 539967TTGRKQ

MOD 02 Funding

Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### NAVSUP 5252.203-9401 NOTIFICATION OF USE OF FORMER/RETIRED MILITARY AND/OR SENIOR EXECUTIVE SERVICE PERSONNEL (Dec 2009)

If the contractor intends to use the services of a former or retired Flag or General Officer, or former or retired member of the Senior Executive Service in the performance of this contract and/or any task order issued under this contract, the contractor shall notify the contracting officer of the name of such individual including a description of the services such individual will be performing, the military branch from which individual retired or separated, and their rank or SES position at time of separation. Such notification shall be provided in writing prior to performance of services under the contract and/or task order by such individual.

#### CONTRACTING OFFICER'S REPRESENTATIVE (COR)

THE COR FOR THIS CONTRACT IS:

[REDACTED]

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of Contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order).

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the Contractor shall promptly notify the Contracting Officer (Ordering Officer) in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer (or Ordering Officer) has issued a modification to the contract (or delivery order) or has otherwise resolved the issue. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

#### NAVSUP 5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992)

(a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The offeror agrees that: during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the

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proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

**NAVSUP 5252.242-9402 TECHNICAL DIRECTION (FEB 1999)**

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

- (1) Date of TDL;
- (2) Contract and TDL number;
- (3) Reference to the relevant section or item in the statement of work;
- (4) Signature of COR;
- (5) A copy shall be sent to the Contracting Officer for review.

(c) Each TDL issued hereunder are subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When, in the opinion of the contractor, a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the COR and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction is reduced to writing by the COR within two (2) working days of its issuance.

(f) Amendment to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the COR in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

**N00244H001 TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS (MAY 2004)  
(FLCSD)**

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Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

--Each contractor employee will have a favorably completed National Agency Check (NAC).

--If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.

--If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

--In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

(a) Foreign National is employed by DOD, or

(b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or

(c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website <http://www.dss.mil/epsq/index.htm>. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required. The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

## **ORGANIZATIONAL CONFLICT OF INTEREST**

### **A. Introduction**

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The contract requires the contractor, herein defined, to provide Information Technology Engineering Support Services for Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) / Risk Management Framework (RMF) Certification and Accreditation in support of Tactical Training Group, Pacific (TTGP), an activity. The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this contract are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this contract will not be improperly

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exploited to affect competition or released in contravention of the Trades Secret Act or the Privacy-Act.

#### B. Definitions

- (1) "Contractor" means the firm awarded this contract or task order;
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement. .
- (3) "Affiliates" means employees, agents, or officers of the Contractor, its subsidiaries or parent companies, and first tier subcontractors involved in performance of this contract.
- (4) "Interest" means organizational or financial interest;
- (5) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and
- (6) "Contracting Officer" is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

#### B. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation requiring it to provide products/services to be evaluated under this contract.

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to listed program business sensitive information, budgetary information, or technical documentation may give it an unfair advantage in developing a competitive proposal for that solicitation, or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the Contractor is otherwise not considered objective or impartial. [In no event may the contractor refuse to provide services/support in accordance with contract terms because of a potential or actual organizational conflict of interest that could affect future competitive acquisitions.]

#### C. PROSPECTIVE RESTRICTIONS ON CONTRACTING:

The Contractor agrees that until such time as the current contract is completed, plus one year, neither it nor its affiliates shall not: a) propose in response to any requirements arising out of this contract; b) create for themselves an interest in any contract related to or resulting from the current consulting contract; or, c) consult or discuss with any potential offeror any aspects of work under the contract.

#### D. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act.

In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or trade-secret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. If no agreement is reached (copy to be furnished to the contracting officer), the Contractor shall cease and desist any further actions resulting in accessing third-party trade-secret information and contact the Contracting Officer for further guidance. Under no circumstances shall any such data be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer.

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#### E. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default. Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

#### **LIABILITY, AUTOMOBILE AND WORKMEN'S COMPENSATION INSURANCE**

The following types of insurance are required in accordance with the clause entitled "INSURANCE - WORK ON A GOVERNMENT INSTALLATION" (JAN 1997) (FAR 52.228.5) and shall be maintained in the minimum amounts shown:

1. Comprehensive General Liability: \$500,000 per occurrence for bodily injury.
2. Automobile Insurance: \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
3. Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

#### **ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the CNAF 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. Contractor may direct questions to the help desk link at <https://doncmra.nmci.navy.mil>.



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## SECTION I CONTRACT CLAUSES

**Note: The following clauses are incorporated by reference in this Task Order. In addition, all applicable clauses incorporated by reference in the basic MAC contract also apply.**

### CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements (Aug. 1996)
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)
52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993)
52.227-17	Rights in Data -- Special Works (Dec 2007)
52.232-18	Availability of Funds (Apr 1984)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.243-1	Changes - Fixed Price (Aug 1987) Alt III
52.246-20	Warranty of Services (May 2001)
52.249-2	Termination for the Convenience of the Government (Fixed-Price)(Apr 2012)
252.204-7012	Safeguarding of Unclassified Controlled Technical Information
252.246-7001	Warranty Data - Basic (Mar 2014)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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

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

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

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

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

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

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

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

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developed or produced on the program or effort; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

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

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

*(2) Government purpose rights.*

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

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

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

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

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

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

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

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

*(3) Limited rights.*

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

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

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

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

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

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

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

Technical Data to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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\*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

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

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

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

Date	
Printed Name and Title	
Signature	

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

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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. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense,



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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)

#### ALTERNATE I (JUN 1995)

As prescribed in [227.7103-6\(b\)\(1\)](#), add the following paragraph (l) to the basic clause:

(l) *Publication for sale.*

(1) This paragraph only applies to technical data in which the Government has obtained unlimited rights or a license to make an unrestricted release of technical data.

(2) The Government shall not publish a deliverable technical data item or items identified in this contract as being subject to paragraph (l) of this clause or authorize others to publish such data on its behalf if, prior to publication for sale by the Government and within twenty-four (24) months following the date specified in this contract for delivery of such data or the removal of any national security or export control restrictions, whichever is later, the Contractor publishes that item or items for sale and promptly notifies the Contracting Officer of such publication(s). Any such publication shall include a notice identifying the number of this contract and the Government's rights in the published data.

(3) This limitation on the Government's right to publish for sale shall continue as long as the data are reasonably available to the public for purchase.

#### ALTERNATE II (MAR 2011)

As prescribed in [227.7103-6\(b\)\(2\)](#), add the following paragraphs (a)(17) and (b)(7) to the basic clause:

(a)(17) "Vessel design" means the design of a vessel, boat, or craft, and its

components, including the hull, decks, superstructure, and the exterior surface

shape of all external shipboard equipment and systems. The term includes designs covered by 10 U.S.C. 7317, and designs protectable under 17 U.S.C. 1301, *et seq.*

(b)(7) *Vessel designs.* For a vessel design (including a vessel design embodied in a useful article) that is developed or delivered under this contract, the Government shall have the right to make and have made any useful article that embodies the vessel design, to import the article, to sell the article, and to distribute the article for sale or to use the article in trade, to the same extent that the Government is granted rights in the technical data pertaining to the vessel design

#### **252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)**

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) "Developed" means that—

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

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

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

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

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

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract,

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the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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Government contract or subcontract thereunder with—

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

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

(2) *Government purpose rights.*

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

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

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

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

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

(3) *Restricted rights.*

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

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

(iii) The Contractor acknowledges that—

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

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

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

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

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(4) *Specifically negotiated license rights.*

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or (2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

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

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

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

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

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or

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disclose the following computer software should be restricted:

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

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

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

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

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

Date	
Printed Name and Title	
Signature	

(End of identification and assertion)

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

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

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

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

**GOVERNMENT PURPOSE RIGHTS**

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

(End of legend)

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

#### RESTRICTED RIGHTS

Contract No.	
Contractor Name	
Contractor Address	

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

(End of legend)

(4) *Special license rights markings.*

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

#### SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer



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software documentation delivered under this contract.

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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(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)

ALTERNATE I (JUN 1995)

As prescribed in [227.7203-6\(a\)\(2\)](#), add the following paragraph (l) to the basic clause:

(l) *Publication for sale.*

(1) This paragraph only applies to computer software or computer software documentation in which the Government has obtained unlimited rights or a license to make an unrestricted release of the software or documentation.

(2) The Government shall not publish a deliverable item or items of computer software or computer software documentation identified in this contract as being subject to paragraph (l) of this clause or authorize others to publish such software or documentation on its behalf if, prior to publication for sale by the Government and within twenty-four (24) months following the date specified in this contract for delivery of such software or documentation, or the removal of any national security or export control restrictions, whichever is later, the Contractor publishes that item or items for sale and promptly notifies the Contracting Officer of such publication(s). Any such publication shall include a notice identifying the number of this contract and the Government's rights in the published software or documentation.

(3) This limitation on the Government's right to publish for sale shall continue as long as the software or documentation are reasonably available to the public for purchase.

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## **SECTION J LIST OF ATTACHMENTS**

ATTACHMENT 1 - TECHNICAL EXHIBIT 1: CONTRACT DELIVERABLE REQUIREMENT LIST (CDRL)

ATTACHMENT 2 - TECHNICAL EXHIBIT 2: WORKLOAD TABLE (ESTIMATE)

ATTACHMENT 3 - TECHNICAL EXHIBIT 3: PERFORMANCE REQUIREMENT SUMMARY

ATTACHMENT 4 - DD 254 DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION

ATTACHMENT 5 - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)