

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
V

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
10

3. EFFECTIVE DATE  
07-Mar-2016

4. REQUISITION/PURCHASE REQ. NO.  
multiple

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

6. ISSUED BY CODE

N00178

7. ADMINISTERED BY (If other than Item 6)

CODE

S4801A

NSWC, DAHLGREN DIVISION  
17632 Dahlgren Road Suite 157  
Dahlgren VA 22448-5110

DCMA SEATTLE  
188 106TH AVE NE, STE 660  
BELLEVUE WA 98004

SCD: C

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

GeoNorth, LLC  
561 East 36th Avenue  
Anchorage AK 99503-4137

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7295-0005

10B. DATED (SEE ITEM 13)

28-Sep-2015

CAGE CODE 09EJ4

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

07-Mar-2016

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification is to apply an increment of funds.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,152,837.00 by \$594,927.00 to \$2,747,764.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700036	RDT&E	0.00	100,000.00	100,000.00
700037	RDT&E	0.00	15,000.00	15,000.00
700038	O&MN,N	0.00	77,822.00	77,822.00
700039	SCN	0.00	79,600.00	79,600.00
700040	RDT&E	0.00	25,000.00	25,000.00
700041	RDT&E	0.00	5,000.00	5,000.00
700042	O&MN,N	0.00	228,120.00	228,120.00
700043	SCN	0.00	64,385.00	64,385.00

The total value of the order is hereby increased from \$6,280,165.00 by \$0.00 to \$6,280,165.00.

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

CLIN/SLIN	From	To
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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	B541	Base Year - Labor; System Administration IAW Section C, PWS. (Fund Type - TBD)		LH			\$6,255,020.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
700001	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10 (WE 001 IWSL) (RDT&E)					
700002	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations (C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10) (WE 001 IWSL) (RDT&E)					
700003	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations (C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10) (WE 001 IWSL) (RDT&E)					
700004	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations (C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10) (WE 001					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		IWSL) (RDT&E)					
700005	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations (C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10) (WE 001 Rapid SIL) (SCN)					
700006	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations (C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10) (WE 001 1490) (WCF)					
700007	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations (C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10) (WE 001 IWSL) (SCN)					
700008	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations (C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10) (WE 001 IWSL) (RDT&E)					
700009	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10 (WE 001 IWSL) (O&MN,N)					
700010	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.1 (WE 001 IWSL) (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
700011	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations (C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10)WE 002 Help Desk Operations (C 3.3 - 3.3.11, 3.3.13)WE 003 W Department Information Office Support (C 3.3.12) (WE 001 IWSL - 150K; WE 002 - 43K; WE 003 - 20K) (SCN)					
700012	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations (C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10) (WE 001 IWSL) (SCN)					
700013	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations (C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10) (WE 001 1470 - ; WE 001 IWSL - 30,385) (SCN)					
700014	B541	Incremental Funding for Sys Admin Support WE 002 Help Desk Operations C 3.3 - 3.3.11, 3.3.13 and WE 004 Software Development Support C.3.4 - 3.4.8 (WE 002 ; WE 004 - 42,631) (RDT&E)					
700015	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations (C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10)WE 002 Help Desk Operations (C 3.3 - 3.3.11, 3.3.13)WE 003 W Department Information Office					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Support (C 3.3.12) (WE 001 IWSL - 100K; WE 002 - ; WE 003 - ) (RDT&E)					
700016	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10(WE 001 IWSL-; WE 001 1490 - ) (RDT&E)					
700017	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations (C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10)WE 002 Help Desk Operations (C 3.3 - 3.3.11, 3.3.13)WE 004 Software Development Support (C.3.4 - 3.4.8) (WE 001 IWSL - ; WE 002 - 50K; WE 004 - ) (O&MN,N)					
700018	B541	Incremental Funding for Sys Admin Support WE 001 System Administration Operations C 3.1 - 3.1.11, 3.2 - 3.2.14, 3.5 - 3.5.10 (WE 001 IWSL) (OPN)					
700019	B541	Incremental Funding for Sys Admin Support (RDT&E)					
700020	B541	Incremental Funding for Sys Admin Support WE 101 and WE 200 (OPN)					
700021	B541	Incremental Funding for Sys Admin Support (SCN)					
700022	B541	Incremental Funding for Sys Admin Support WE101 (SCN)					
700023	B541	Incremental Funding for Sys Admin Support WE107 (SCN)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
700024	B541	Incremental Funding for Sys Admin Support WE 101 , WE 200 , and WE 400 . (O&MN,N)					
700025	B541	Incremental Funding for Sys Admin Support, WE101 ; WE200 . SCN- DDG (SCN)					
700026	B541	Incremental Funding for WBX ABMD Technical Directorate TD2 (WCF)					
700027	B541	Incremental Funding WE101 WE 200 WE 400 (WCF)					
700028	B541	Incremental Funding WE 107 (WCF)					
700029	B541	Incremental Funding WE 300 (WCF)					
700030	B541	Incremental Funding WE 101 (WCF)					
700031	B541	Incremental Funding WE100 WE 200 (WCF)					
700032	B541	Incremental Funding WE 102 R-SIL Sys Admin (O&MN,N)					
700033	B541	Incremental Funding WE 101 IWSL Sys Admin WE 200 Help Desk (RDT&E)					
700034	B541	Incremental Funding WE 101 IWSL Sys Admin (O&MN,N)					
700035	B541	WE101 IWSL SYS ADMIN OPS (O&MN,N)					
700036	B541	WE 101 IWSL Sys Admin Ops (RDT&E)					
700037	B541	WE 101 IWSL SYS ADMIN OPS WE 200 HELP DESK OPS (RDT&E)					
700038	B541	WE 101 IWSL SYS ADMIN OPS WE 200 HELP DESK OPS					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		(O&MN,N)					
700039	B541	WE 101 IWSL SYS ADMIN OPS (SCN)					
700040	B541	WE 107 SYS ADMIN OPS (RDT&E)					
700041	B541	WE 200 HELPDESK OPS (RDT&E)					
700042	B541	WE 101 (O&MN,N)					
700043	B541	WE 101 Sys Admin Ops WE 200 Help Desk Ops (SCN)					

For Cost Type / NSP Items

7099	7199	Data for CLIN 7100 - In accordance with the PWS in Section C				LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7100	B541	Option Year 1 - Labor; System Administration IAW Section C, PWS. (Fund Type - TBD)  Option		LH		\$7,008,190.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

For Cost Type / NSP Items

7199	7199	Data for CLIN 7100 - In accordance with the PWS in Section C				LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7200	B541	Option Year 2 - Labor; System Administration IAW Section C, PWS. (Fund Type - TBD)		LH		\$7,370,221.00	

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Option					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					

For Cost Type / NSP Items

7299	7299 Data for CLIN 7200 - In accordance with the PWS in Section C	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7300	B541	Award Term 1 - Labor; System Administration IAW Section C, PWS. (Fund Type - TBD)		LH		\$8,198,017.00	
		Option					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					

For Cost Type / NSP Items

7399	7399 Data for CLIN 7300 - In accordance with the PWS in Section C	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7400	B541	Award Term 2 - Labor; System Administration IAW Section C, PWS. (Fund Type - TBD)		LH		\$8,650,925.00	
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

For Cost Type / NSP Items

7499	7499 Data for CLIN 7400 - In accordance with the PWS in Section C	LO	NSP
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	B541	Base Year - ODC; System Administration IAW Section C, PWS. (Fund Type - TBD)		LO	
9100	B541	Option Year 1 - ODC; System Administration IAW Section C, PWS. (Fund Type - TBD) Option		LO	
9200	B541	Option Year 2 - ODC; System Administration IAW Section C, PWS. (Fund Type - TBD) Option		LO	
9300	B541	Award Term 1 - ODC; System Administration IAW Section C, PWS. (Fund Type - TBD) Option		LO	
9400	B541	Award Term 2 - ODC; System Administration IAW Section C, PWS. (Fund Type - TBD) Option		LO	

Section B

**NOTE 1: LABOR HOURS**

The number of labor hours listed above\* for the Base Period, each Option Period, and Award Terms shall reflect the Level of Effort provided in Section H, 5252.216-9122 (Alt.1) Level of Effort clause.

\*Labor hours are to be filled in at time of award.

**NOTE 2: OPTION CLAUSE**

The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I applies the Option CLINs and Award Term CLINs.

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**NOTE 3: AWARD TERM**

The award term CLINs are distinguished from option CLINs and are awarded in accordance with the Award Term Plan, in Section E. Notwithstanding the word "Option" which appears in the Section B CLIN description or elsewhere in this task order, for award term CLINs, award term are not "Options" until earned.

**NOTE 4: NOT SEPARATELY PRICED**

Price for Not Separately Priced (NSP) Items shall be included in the price of Labor CLIN(s).

**B.1 USE WHOLE DOLLARS ONLY**

All proposals shall be rounded to the nearest dollar.

**B.2 TYPE OF ORDER**

This is a Level of Effort (term) type order.  
 Items in the 7xxx series are cost plus incentive fee and not separately priced (NSP) type.  
 Items in the 9xxx series are cost only, excluding fee.

**B.3 ADDITIONAL CLINS**

Additional CLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to allow for additional SLINs as needed to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort or value of the task order.

**B.4 INCENTIVE FEE INSTRUCTIONS**

Note: Upon award, the successful Offeror's proposed Minimum Fee percentage, Maximum Incentive Fee percentage, and target incentive fee, if less than the solicitation stated thresholds, will be incorporated in the below table and in FAR clause 52.216-10 INCENTIVE FEE in Section I. The min fee shall be . The max fee shall not be greater than . The Offeror shall propose Max Fee. Target fee shall not be greater than . Additionally, this target fee applies to all subcontractors when CPIF type subcontracts are proposed.

(1) The target cost, target fee amounts shall be based upon the actual level of effort the contractor provides. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable). (If COM is proposed, please add needed columns).

**INCENTIVE FEE TABLE**

INCENTIVE FEE TABLE									
		Hourly Rates				Totals			
CLIN	QTY (HOURS)	Min Fee/Hrs (MinF)	Target Fee/Hrs (TF)	Max Fee/Hour (MF)	Target Cost/Hrs (Rate)	Min Fee (Hrs*MinF)	Target Fee (Hrs*TF)	Max Fee (Hrs*MF)	Target Cost (Hrs*Rate)
7000									
7100									
7200									
7300									
7400									

(i) The CPIF target cost for CLIN 7000, and if exercised CLINS 7100 and 7200 and if earned and exercised CLINS 7300 and 7400 shall be entered in the Target Cost column in the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, corresponding to each CLIN by the target cost

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per hour (Target Cost/Hour (Rate)). The target cost per hour (Target Cost/Hour (Rate)) shall include all proposed cost (including cost of money (if proposed) and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the target cost.

(ii) The CPIF target fee for CLIN 7000, and if exercised CLINS 7100 and 7200 and if earned and exercised CLINS 7300 and 7400 shall be determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, for the corresponding CLIN by the target fee per hour (Target Fee/Hour (TF)) from the INCENTIVE FEE TABLE. This shall be entered in the Target Fee (Target Fee (Hrs \* TF)) column of the INCENTIVE FEE TABLE above.

(iii) The share ratio for the CPIF portion of the fee structure is 70/30 (70% Government and 30% Contractor) for both under-runs and over-runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the final target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause (FAR52.216-10) in Section I of this Task Order.

(iv) Final Costs & Fees. Actual resulting fee will be calculated at the end of the POP for each CLIN. Final cost and fee are shown in the following table.

CLIN	Delivered Hrs	Actual Cost Per Hr	Actual Cost (A*B=C)	Final Target Incentive Fee	Incentive Fee Share Line Adjustment	Computed Incentive Fee (D+E=F)	Total (C+F=G)
7000	A	B	C	D	E	F	G
7100							
7200							
7300							
7400							

\* Target Fee will only be applied to Prime Labor

**B.5 HQ B-2-0004 EXPEDITING ORDER CLOSEOUT (NAVSEA) (DEC 1995)**

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

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

**B.6 HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

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

**B.7 HQ B-2-0010 NOTE (OPTION)**

Option item to which the option clause in SECTION I applies and which is to be supplied only if and to the extent said option is exercised.

**B.8 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)**

(Applicable to CLIN 7000, if and to the extent Options are exercised and Award Terms are awarded, CLINs 7100 through 7400.)

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

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

**B.9 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

(Applicable to CLIN 9000, if and to the extent Options are exercised and Award Terms are awarded, CLINs 9100 through 9400.)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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

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

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

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

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

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

**B.10 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)**

This entire task order is cost reimbursable. The Labor CLINs are Cost Plus Incentive Fee (CPIF) and ODC CLINs are Cost Only.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Section C - Descriptions and Specifications

#### PERFORMANCE WORK STATEMENT

##### C.0 SERVICE CONTRACT

This is a contract for the provision of services by the Contractor. In accordance with law and policy and with the provisions of this contract, Contractor personnel shall perform as required by this contract, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this contract work shall require, among other things, the Contractor to access and use Government-owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government-owned data and shall be included in an appropriate technical report or other deliverable. The Contractor's use of and access to Government-owned data shall neither constitute nor create any Contractor rights in or license to such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein. On occasion and incidental to the provision of support services by the Contractor, the Contractor may be tasked to independently create discrete new data products (e.g., a computer software program, drawings, etc.) that do not derive from existing data. Such products shall be specifically identified by the Government in writing and shall be delivered pursuant to the appropriate Contract Line Item Numbers and/or Contract Data Requirements List (CDRL) document. Rights in such products shall be governed by the appropriate contract clauses.

##### C.1 BACKGROUND

The Naval Surface Warfare Center, Dahlgren Division, NSWCDD has a requirement to provide computer operation, system administration, software development, Information Assurance and Helpdesk functions for multiple commercial-off-the-shelf (COTS) and Government off-the-shelf (GOTS) hardware and software solutions and tactical systems in both classified and unclassified environments. This tasking includes the following work areas: (C.3.1) Information Technology (IT) Project Management Support, (C.3.2) System Administration Operations, (C.3.3) Helpdesk Operations, (C.3.4) Software Development Support, and (C.3.5) Operational and Information Security Support.

##### C.2 SCOPE

The work is under the cognizance of W Department. Tasking shall involve the services and support necessary to accomplish tasks in this Performance Work Statement (PWS). The work is performed at designated sites of NSWCDD including the Integrated Warfare Systems Laboratory (IWSL), the Integrated Combat System Test Facility (ICSTF), the Distributed Engineering Plant Operations Center (DEP DOC), the Cyber Integration and Concept Exploration Lab (C-ICE), and the Rapid System Integration Lab (R-SIL), and other locations under the purview of W-Department. While focused on NSWC DD requirements, this requirement may provide services for all facets of DoD. This requirement shall not support any corporate managed networks or domains.

This effort provides NSWCDD with highly specialized, critical and essential subject matter expertise to perform system administration, IT helpdesk operation, information assurance and Certification and Accreditation (C&A) support, and software development life cycle support to:

- 10-50 computer networks
- 2000-3000 servers, workstations, and thin clients
- 3000-5000 local and offsite users
- 45-65 C&A packages

The core hours of work are from 0700-1830, Monday through Friday with a flextime concept of 40 hours per week. Laboratory operations can be expected to include second and third shift operations (24x7) depending on customer demand and maintenance approach. For critical outages of services, the Contractor shall respond to call back requests on a 24 hour, 7 day basis. In addition, the Contractor shall provide technical support outside of core hours for non-standard events, adjusting work-hours to not go over 40 hours per week, unless otherwise stated in the PWS.

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### C.3 REQUIREMENTS

#### C.3.1 INFORMATION TECHNOLOGY PROJECT MANAGEMENT SUPPORT

The Contractor shall administer and operate networks, computer systems and resources, document related events, interface with the user community and support user requests in a fashion that minimizes user downtime and maximizes efficiency. The Contractor shall follow governing IA policies as required by the DoD Instruction 8500.01, Cybersecurity ([http://www.dtic.mil/whs/directives/corres/pdf/850001\\_2014.pdf](http://www.dtic.mil/whs/directives/corres/pdf/850001_2014.pdf)) and the Department of the Navy Information Assurance (IA) Workforce Management Manual, SECNAV M-5239.2.

C.3.1.1 The Contractor shall provide comprehensive progress reports and comprehensive IT project metrics detailing all aspects of contract execution, project risks and proposed mitigations. (CDRL A001)

C.3.1.2 In support of systems administration and IT project requirements engineering, the Contractor shall coordinate meetings. As a result of these meetings the Contractor shall generate IT Project Meeting Minutes and Action Items (CDRL A002)

C.3.1.3 The Contractor shall operate standardized, compliant, secure and optimized networks, workstations, applications and computing infrastructure, including maintenance scheduling, routine user interface and support, engineering and logistics, configuration management, security compliance and overall Information Technology project management support.

C.3.1.4 The Contractor shall provide computing plant engineering support services to include requirements identification, change control, acquisition & logistics and operations and maintenance in support of developing and sustaining computing capabilities across Department computing infrastructure. The Contractor will provide support to answer data calls, respond to Command Task Orders (CTOs), Information Assurance Vulnerability Assessments (IAVAs), and other direction to ensure Information Technology and Information Assurance controls are maintained.

C.3.1.5 The Contractor shall provide technical representation and attend technical In Process Reviews (IPRs), Configuration Design Review (CDRs), System Design Review (SDRs), Change Control Boards (CCBs), as well as technical working group meetings and briefings as an IT Project technical representative. The Contractor shall present information relative to current government IT Project management position, policies and plans but should not be construed as representing functions that are considered to be inherently governmental in nature.

C.3.1.6 The Contractor shall develop technical presentations and briefings and present materials. (CDRL A003)

C.3.1.7 The Contractor shall support and develop for Government approval standard operating procedures (SOPs) for all IT systems and operations. (CDRL A004)

C.3.1.8 The Contractor shall identify, recommend development and document new business processes and standard operating procedures (SOPs) to promote more effective and efficient Computer operations and system administration support services. (CDRL A004)

C.3.1.9 The Contractor shall perform systems engineering analysis to determine the appropriate equipment and computer programs required to establish and sustain capabilities needed to accomplish existing and emerging IT missions. (CDRL A005)

C.3.1.10 The Contractor shall identify equipment and software requirements and develop for Government approval a proposed annual buy-list to address technology obsolescence issues. (CDRL A006)

C.3.1.11 The Contractor shall provide IT acquisition and logistics support in the areas of requisitions, material management, inventory control, and associated database management. Logistic activities are intended to support complete auditable compliance with governing supply policy – including a high degree of inventory accuracy and cradle-to-grave accountability for government material and resources across the entire portfolio of Department projects.

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### C.3.2 SYSTEM ADMINISTRATION OPERATIONS

The Contractor shall provide system administration support for all Department IT assets, staff, and users.

C.3.2.1 The Contractor shall provide support for various Operating Systems (OSs) that supports Department and existing and future fleet development and sustainment (e.g. Windows, RedHat, RedHawk, HP-UX, Solaris, AIX, OpenVMS, CentOS, Real-time operating systems).

C.3.2.2 The Contractor shall provide support for various server, desktop, and mobile IT hardware architectures that supports Department and existing and future fleet development and sustainment (e.g. VAX, ALPHA, SPARC, x86, PA-RISC, Concurrent).

C.3.2.3 The Contractor shall provide support for various hardware and software storage solutions, including Storage Area Networks (SANs), Network attached Storage (NAS), storage controllers and fiber fabric switch technologies (e.g. Network Appliance, EMC, Sun StorEdge, MSA1000, Dell Power Vault, Quantum).

C.3.2.4 The Contractor shall provide support for various hardware and software backup solutions, including tape jukebox and smart disk systems, maintaining system images using native OS software and various vendor software solutions (e.g. EMC, NetWorker, Acronis, Quantum). The Contractor shall perform system backups and restores for all Department IT and fleet support systems and ensure the ability to perform bare-metal restores in the event of system failure or disaster. The Contractor shall verify backups and provide backup and image status reports. (CDRL A007)

C.3.2.5 The Contractor shall provide support for various virtualization technologies, provide support for virtualized systems, and facilitate server and desktop consolidation where possible utilizing virtualization technologies (e.g. VMware, RedHat, Hyper-V, VDI).

C.3.2.6 The Contractor shall provide support for various local and remote terminal and thin client solutions (e.g. Sunray thin clients, Zero clients, VT Terminals, X Terminals, terminal servers).

C.3.2.7 The Contractor shall provide support for various IT peripherals, including tape drives, magneto optical drives, optical drives (e.g. CD-ROM, DVD, Blu-Ray), printers and print servers, and plotters.

C.3.2.8 The Contractor shall provide hardware support, including performing hardware troubleshooting, diagnostics, and repair, planning hardware upgrades and installations, relocating hardware, and updating asset databases and diagrams following hardware changes. (CDRL A008)

C.3.2.9 The Contractor shall receive, distribute and install updates to operating system, software applications, and hardware for Department IT following provided CM guidance and evaluating the impact to the system and networks prior to installation.

C.3.2.10 The Contractor shall install, configure and maintain; operating systems, software, hardware, and user accounts on all supported Department IT.

C.3.2.11 The Contractor shall work with Government and other Contractor network engineers to troubleshoot, diagnose, and solve network related issues for all Department IT.

C.3.2.12 The Contractor shall provide system administration technical assistance for test or training events.

C.3.2.13 The Contractor shall maintain records of system administration activities on all supported Department IT via help support software.

C.3.2.14 The Contractor shall execute, maintain, and update the Department approved system administration plan for all supported Department IT. The plan describes the execution of all activities to keep Department IT operating effectively and IA compliant (Example: patching, antivirus updates, performing/verifying system backups, performing/remediating vulnerability scans, updating Certification & Accreditation documentation). The Contractor shall provide an activity status report detailing the statuses of all activities contained in the system administration plan. (CDRL A015)

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### C.3.3 HELPDESK OPERATIONS

The Contractor shall provide commercial and tactical IT, operational, departmental, and user community helpdesk support. Helpdesk support of NSWCDD on-site tactical laboratory test events and equipment is critical and time-sensitive for day-to-day operations.

C.3.3.1 The help desk shall serve as the single POC for all end-users to report problems, ask questions, and make service requests related to all Department managed Information Technology (IT). The helpdesk shall also answer calls for problems, identify inquiries and problem resolution requirements, and resolve problems. The helpdesk shall also monitor the helpdesk e-mail account and create service requests/trouble tickets in the help desk tracking system within two hours of receipt.

C.3.3.2 The Contractor shall provide support to analyze, diagnose, and resolve Help Desk calls. The Contractor shall assign a priority level based upon Help Desk policy and determine the support level for all calls and create Help Desk tickets based on the guidance of the current Help Desk policy.

C.3.3.3 The Contractor shall dispatch technicians when customer problems cannot be resolved remotely. The Contractor shall contact each customer prior to an on-site visit to arrange for an appointment and acquire any additional information needed to resolve the Help Desk ticket. The Contractor shall provide a means to collect customer feedback that shall be provided to the Contractor and directly to the Government. Typical tasking include, virus removal, software conflict diagnosis, software installs and upgrades, resolving configuration problems with peripherals, reinstalling operating systems, and performing operating system configurations.

C.3.3.4 The Contractor shall provide customers with a method of reporting feedback that may be completed in regard to the Help Desk request. The Contractor shall follow up with unsatisfied customers within five working days and report feedback to designated government personnel (CDRL A009). The Contractor shall review feedback and if necessary, conduct customer interviews for potential improvements.

C.3.3.5 The Contractor shall update and maintain a set of "How Do I?" web pages instructing the user community on handling common problems, recent and previous frequent problems, and other key information. All pages will be reviewed at least once annually to ensure information is accurate and up to date (e.g. W-Help website).

C.3.3.6 The Contractor shall document, update, monitor, and complete Help Desk call information with description, customer affected, and change and resolution status information. The Contractor shall utilize a Help Desk tracking system (e.g. HelpLine or other approved Help Desk application).

C.3.3.7 The Contractor shall continuously monitor for service interruptions of central servers, network equipment and other systems designated as mission critical. If interruptions are detected, the Contractor shall initiate a Help Desk ticket for corrective action.

C.3.3.8 The Contractor shall provide support for troubleshooting, repair, hardware and software upgrades and updates, Operating System (OS) installation, system imaging, deployment, and customer support for Department desktops, workstations, thin clients and mobile IT.

C.3.3.9 The Contractor shall provide support for installing, managing, and troubleshooting any issues with vulnerability scanning software (e.g. Retina, ACAS, Nessus, and DISA SCAP/STIGs). The Contractor shall perform scans on a monthly and ad hoc basis for all Department IT and generate/consolidate scanning reports in a centralized location. The Contractor shall provide vulnerability scanning support to the W-Department Commercial Systems Group and Information Office. The Contractor shall be responsible for opening trouble tickets with respective scanning software support for scanning issues and IA support.

C.3.3.10 The Contractor shall maintain a patch repository for all Operating System, 3rd party and vendor software, and hardware/firmware upgrades for all supported Department IT software and hardware. The Contractor shall download and centralize all required updates on a monthly and ad hoc basis. The Contractor shall create media for Department IT that cannot access the centralized repository.

C.3.3.11 The Contractor shall provide support for various IT peripherals, including tape drives, magneto optical

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drives, optical drives (CD-ROM, DVD, Blu-Ray), memory, printers and print servers, and plotters.

C.3.3.12 The Contractor shall provide routine support to the W-Department Information Office:  
Track and reconcile data base records, NMCI and telecom invoices, memos, applications, and other related information associated with W-Department Information Technology (IT) assets, including:  
Research-Development-Test-Evaluation (RDT&E)  
Department of Navy Application and Database Management System (DADMS)  
Information Assurance and Cyber Security Work Force (IAWF/CSWF)  
Media Transfer Agents (MTA)  
Telecommunications devices  
Information Technology Procurement Requests (ITPRs)  
Information Assurance (IA) and Certification & Accreditation (C&A) Status  
IT or Cyber Workforce configuration management details and logistics  
Update department databases, spreadsheets, web sites, and other records associated with Department Information Technology assets and resources  
Support Navy Marine Corps Intranet (NMCI) activities for the Department, including seat deployment, orders, seat pools, user accounts, share drive space, seat moves/adds/changes, seat coordination, day to day troubleshooting, and other similar tasks  
Serve as a User Information Technology (UIT) Representative for assigned Branches, and lead and chair UIT meetings  
Attend Meetings and communicate results to DIO staff members  
Create Standard Operating Procedures (SOPs), Checklists, and other documentation  
Provide user support for their areas of responsibility  
Assist in Data Calls

C.3.3.13 The Contractor shall provide a status report of Help Desk issues (CDRL A010).

Normal Help Desk support is five-days-per-week Monday through Friday from 0600 to 2100 and may involve seven-days-per-week operation, three shifts per day, and 24 hours per day. This will provide the user community with continuous computer operations in support of the facility and its mission.

#### C.3.4 SOFTWARE DEVELOPMENT SUPPORT

The Contractor shall provide life cycle support for various Commercial-off-the-shelf (COTS) and Government-off-the-shelf (GOTS) software and applications.

C.3.4.1 The Contractor shall test, support, troubleshoot, and maintain various commercial-off-the-shelf (COTS) and government-off-the-shelf (GOTS) software and applications.

C.3.4.2 The Contractor shall adhere to and demonstrate best practices and standards of the software development life-cycle (e.g. ISO/IEC 12207).

C.3.4.3 The Contractor shall manage COTS and GOTS software and applications while taking into consideration and understanding the impacts the software has to relational databases, web servers, and other software and applications.

C.3.4.4 The Contractor shall be able to modify, test, and troubleshoot software, applications, code, and scripts written in multiple programming languages, including C#, JavaScript, HTML, CSS, C++, Java, Visual Basic, Python, PHP, Perl, BASH, and Ruby.

C.3.4.5 The Contractor shall modify, test, and troubleshoot software, applications, code, and scripts that interact with multiple types of databases, including MS SQL Server, MySQL, MS Access, and Oracle.

C.3.4.6 The Contractor shall log and track software bugs using Department Help Desk software and have familiarity with other bug tracking/CM tools including Bugzilla, Subversion, and Rational ClearCase.

C.3.4.7 The Contractor shall provide report of metrics per supported application that shows performed patches, hotfixes, and bug fixes (CDRL A011).

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C.3.4.8 The Contractor shall provide monthly updates to application SOPs, online help/wiki pages, and user-community “how-to” documentation.

### C.3.5 OPERATIONAL AND INFORMATION SECURITY SUPPORT

The Contractor shall provide support for Information Assurance (IA) activities, vulnerability scanning, reporting and remediation, and overall system security.

C.3.5.1 The Contractor shall assist in development and execution of accreditation plans for complex networks and IT systems. This may include providing Information Assurance Officer (IAO) and Department Information Officer (DIO) support, documentation and artifacts to support Certification and Accreditation (C&A), and compliant system administration across a variety of classified and unclassified environments supporting department offices, conference facilities and land-based tactical equipment suites and laboratories.

C.3.5.2 The Contractor shall provide for IT project and System Administrative support for accreditation including full authority-to-operate, interim authority-to-operate, authority to connect, Local authority to proceed and other required authorizations to support normal operations, special user events and requirements, and test events.

C.3.5.3 The Contractor shall implement and maintain system security requirements, including anti-virus software installations and updates, Host Based Security System (HBSS) installation and monitoring, IAVA, CTO, and data call fixes and responses, and implementing Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs).

C.3.5.4 The Contractor shall perform and review vulnerability scans on all Information Systems (ISs) using the latest approved vulnerability scanning tools and signatures and ensure that results are properly mitigated, reviewed, documented, and reported.

C.3.5.5 The Contractor shall support, test, monitor, and report any changes in ISs that may affect the security posture and/or performance of that IS.

C.3.5.6 The Contractor shall monitor all system and audit logs and report any potential security issues to the Department Information Office. The Contractor shall assist the IAM/DIO, incident handling team, and law enforcement personnel in any investigations involving suspected security violations.

C.3.5.7 The Contractor shall maintain accurate and up-to-date information in the centralized IS accreditation database that supports accreditation status and activities (e.g. Findings Management and Tracking System (FMATs)).

C.3.5.8 The Contractor shall provide subject matter expertise to perform operations for Department IT.

C.3.5.9 The Contractor shall collaborate with Government and other Contractor personnel to coordinate test and operation activities for Department IT.

C.3.5.10 The Contractor shall develop, collect, maintain and submit Information Assurance artifacts (e.g. POA&Ms, Concepts of Operations (CONOPS) documents, accreditation plans, hardware lists, software lists, ports, protocols, and services (PPS) lists, firewall modification documentation, authority to operate/connect/test documentation, and security scans, checklists, and STIGs needed to maintain appropriate IA approvals for Department IT). (CDRL A012)

C.4 Deleted

C.5 Deleted

### C.6 IN-PROGRESS REVIEW (IPR)

C.6.1 The Contractor shall conduct a yearly IPR with the NSWCCD Contracting Officer, COR and other NSWCCD personnel as designated by the COR. The IPR shall cover the following topics:

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a. Current and cumulative expenditures in both hours and dollars. Labor hours shall be presented by labor category. Personnel charging to the task shall be identified. An analysis shall be presented which compares planned and actual execution. Variances in excess of 10% shall be explained.

b. Travel performed, including identification of element, number of days, purpose of travel, dates of travel, destination, names of travelers, and summary of results of trip.

c. Action Item status

d. CDRL item status to include a listing of items delivered

e. IPR minutes

f. Accomplishments

g. Problems

h. Schedule

C.6.2 The Contractor shall provide IPR meeting minutes. (CDRL A002)

#### C.7 LABOR TRIPWIRE JUSTIFICATION

The Contractor shall advise the COR and the Contract Specialist, by email, if the pending addition of any individual (Key or non-Key) will be at fully burdened average labor rate (including pass-through and/or target fee) that exceeds the labor tripwire amount. The Contractor shall not proceed with the addition until the Contractor is advised by the Contract Specialist that the request has been approved by the PCO.

The Contractor's request shall include: the proposed individual's resume, labor hourly rate, build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order. If the individual is a subContractor or consultant, the rate build-up shall include the prime Contractor's pass through rate.

Currently, the fully burdened labor rate of \$156/hour or greater, regardless of the number of labor hours the proposed individual (prime, subContractor, or consultant) will work. The Contractor will be advised of any changes to this tripwire level that occur during performance All Fully Burden Average Rate of \$156/hour or greater shall require COR and the PCO's review and written approval.

#### C.8 GOVERNMENT PROVIDED SPACE

The Government may provide NSWCCD Government spaces available to Contractor personnel for the labor categories indicated in the chart below.

Government furnished space will be provided the following equipment:

Each FTE will be provided:

1 Desk

1 Phone Line

1 NMCI Computer

SIPR Account access

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Labor Category	Bldg Location	No. of Persons
Program Manager	1510	0.5
IT Project Lead	1510	0.5
Help Desk Manager	1510	1
System Administrator	1510	10
System Administrator	1500	2
System Administrator	1490	2
System Administrator	1450	2
Lead Senior System Administrator	1510	1
Senior System Administrator	1510	10
Senior System Administrator	1500	2
Senior System Administrator	1490	2
Senior System Administrator	1530	1
Senior System Administrator	1450	2
Software Development Specialist	1510	3
Senior Computer Specialist	1510	3
Senior Computer Specialist	1450	1
Computer Specialist	1510	5
Junior System Administrator	1510	3
Junior System Administrator	1500	1
Junior System Administrator	1450	1
IT Logistician	1510	1

### C. 9 GOVERNMENT FURNISHED EQUIPMENT

The Government will provide the RDT&E and NMCI assets to the Contractor for use in the Government spaces. GFP is listed in Attachment J.12 Government Furnished Property. Approved emergency system administration remote tasking may be performed at an alternative worksite using Government furnished equipment with a valid property pass. All GFP shall be tracked by the Contractor during the period of performance of this task order (CDRL A013).

### C.10 MANDATORY REQUIREMENTS

Offerors must meet all mandatory requirements at time of proposal, or have an acceptable plan to meet the requirements by time of award. In addition, Mandatory Requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

Requirement 1: Facility Location:

The Contractor's primary facility supporting this Task Order must be located within Zone 2 National Capital Region.

Requirement 2: Facility Security Clearance:

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The Contractor's primary facility for supporting this Task Order must be cleared at the TOP SECRET level with no storage capability.

Requirement 3: Personnel Security Clearances:

Security clearance requirements for individuals performing technical\* support under this Task Order are determined by labor category as defined below. The specified clearances are required at time of award. Interim clearances are acceptable.

- SECRET Clearance: Program Manager, IT Project Lead, Lead Senior System Administrator, Senior System Administrator, System Administrator, Junior System Administrator, Help Desk Manager, Senior Computer Specialist, Computer Specialist, Software Development Specialist, IT Logistician

- SSBI Eligible: Lead Senior System Administrator, Senior System Administrator, System Administrator, Junior System Administrator, Help Desk Manager, Senior Computer Specialist, Software Development Specialist. For personnel in an IT level-1 designated position, an SSBI is required every 5 years and SECRET security clearance must be maintained.

- TOP SECRET and SCI Eligible: Senior System Administrator, System Administrator

\*Technical Personnel is defined as personnel providing direct technical support; this excludes general administrative personnel. The technical personnel for this requirement include the individuals performing in the Key Personnel and Non-Key Personnel labor categories as described in Section H.

Requirement 4: Sensitive Compartmented Information (SCI) Clearance:

Once sponsored, the Contractor is required to obtain and maintain a SCI clearance.

Requirement 5: 8570 Certifications – The below Labor Categories must produce objective quality evidence IAW DOD 8570.01-M, chapters 3 and 4 IAM 2, IAT 2, or IAT 1 certification in applicable System Administration disciplines at time of proposal submission or sufficient plan to produce evidence of certification at or prior to time of award.

Lead Senior Systems Administrator - DOD 8570.01-M, chapters 3 and 4 IAM 2

Help Desk Manager - DOD 8570.01-M, chapters 3 and 4 IAM 2 or IAT2

Senior System Administrator, System Administrator, Software Development Specialist - DOD 8570.01-M, chapters 3 and 4 IAT 2

Senior Computer Specialist, Junior System Administrator - DOD 8570.01-M, chapters 3 and 4 IAT 1

C.11 POST AWARD MEETINGS

(a) A Post Award Meeting with the successful Offeror will be conducted within 15 working days after award of the contract. The meeting will be held at a Government provided location in Dahlgren, VA.

(b) The Contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

C.12 SKILLS AND TRAINING

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Information assurance functions require certifications specified in DFARS 252.239-7001 INFORMATION ASSURANCE Contractor TRAINING AND CERTIFICATION and SECNAV M-5239.2. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is

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the responsibility of the Contractor. Training directly related to this task order may be a direct charge only if the COR and Contracting Officer (CO) approve of the training in advance. Contractor personnel shall complete all Government mandatory training.

### C.13 OTHER DIRECT COSTS (ODC)

C.13.1 Travel - All travel under this effort must be requested in advance and authorized by the COR, in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this effort. Travel costs shall be in accordance with FAR 31.205-46 and the Joint Travel Regulations. Contractor shall provide trip reports. (CDRL A014)

C.13.2 Disposition of Materials - Upon completion of the period of performance, all material associated with this Order that is purchased by the Contractor and not depleted during the performance of the Order shall become the property of the Federal Government. The Contractor shall transfer all materials not depleted to the COR by way of a Material Inspection and Receiving Report (DD250).

### C.14 SECURITY

C.14.1 Personnel providing direct support to this effort shall be cleared to the level SECRET. Three (3) persons shall possess and maintain TOP SECRET level security clearances with the ability to obtain SCI, of which at least one (1) is a Senior System Administrator (SSA). TS/SCI (SI/TK/GG/HCS) is required in order to access IT systems, intelligence reports, and SCI level meetings directly related to tasking under this PWS. The individuals needing TS/SCI (SI/TK/GG/HCS) will also need SCIF access in order to attend SCI level meetings and view intelligence documentation directly related to the tasking. Access to classified spaces and generation of classified material shall be in accordance with DD Form 254. The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this task order. The Contractor shall obtain facility and personnel security clearances as required by the Department of Industrial Security Program.

C.14.2 Electronic Spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc.). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCDD and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the Contractor's performance rating. In the event that a Contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the Contractor.

NSWCDD Security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD254. NSWCDD Security will identify the Contractor facility and contract number associated with all electronic spillages during the investigation that involve Contractor support. NSWCDD Security will notify the Contracts Division with the Contractor facility name and contract number, incident specifics and associated costs for clean-up. The Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

### C.14.3 Portable Electronic Devices (PEDs)

C.14.3.1 Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCDD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with this PED policy. NSWCDD instruction defines PEDS as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDS include pagers, laptops, radios, compact discs and cassette players/recorders.

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In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPads, digital picture frames, electronic book readers, kindle, nook, cameras, external hard disk drives, and floppy diskettes.

C.14.3.2 PEDs belonging to an external organization shall not be connected to NSWCCD networks or infrastructure without prior approval from the NSWCCD Information Assurance and Compliance Branch, CXA10. This approval will be granted using the TARIS form and action tracker process.

C.14.3.3 Personally owned hardware or software shall not be connected or introduced to any NSWCCD hardware, network or information system infrastructure.

#### C.14.4 Visits by Foreign Nationals and Foreign Representatives

C.14.4.1 Contract performance may require that the Contractor host, at an off-base location, foreign nationals and/or foreign representatives. A foreign national is a person who is a citizen of a foreign nation, and who is not a citizen of the United States. A foreign representative is a person who represents a foreign interest in dealings with the U.S. Government, either directly or through dealings with a U.S. Government Contractor. A foreign representative may be a United States citizen.

C.14.4.1.1 A Contractor-hosted visit of a foreign national or foreign representative may be either an “official” visit or an “unofficial” visit. An official visit is a visit where the foreign national or foreign representative is representing a foreign government in an official capacity. An unofficial visit is a visit where the foreign national or foreign representative is not representing a foreign government.

C.14.4.1.2 A visit by a foreign national or a foreign representative may be either “DoD Sponsored” or “Non-DoD Sponsored”. A DoD Sponsored visit is a visit that is coordinated by a DoD entity. A Non-DoD Sponsored visit is a visit that does not involve DoD coordination (A visit by either a foreign national or a foreign representative pursuant to performance by the Contractor under this contract is not considered to be, by itself, a sponsored visit).

C.14.4.2 The Contractor hosting a visit by either a foreign national or a foreign representative is responsible for adherence to Department of Defense and Department of the Navy directives, instructions, regulations, and manuals that govern foreign disclosure. “Foreign Disclosure” is defined as the disclosure of Classified Military Information (CMI) and Controlled Unclassified Information (CUI) to foreign nationals and/or foreign representatives. Disclosure of such information may be accomplished orally, visually, in writing, or by any other medium.

C.14.4.2.1 Classified Military Information (CMI). This is information that is originated by or for the Department of Defense, or a Military Department, or an entity under its jurisdiction and control, and which requires protection in the interest of national security. Such information is designated as TOP SECRET, SECRET, or CONFIDENTIAL.

C.14.4.2.2 Controlled Unclassified Information (CUI). This is information that although unclassified is subject to access or distribution limitations in accordance with statute or regulation. Included is information exempt from mandatory release to the public under the Freedom of Information Act, or information that is subject to export control.

C.14.4.3 Naval Surface Warfare Center Dahlgren Division (NSWCDD) Foreign National Visitor and Foreign Disclosure Application process. The NSWCDD has established a foreign national visitor approval and foreign disclosure process. Whenever, pursuant to the terms of this contract, a visit to a Contractor facility or Contractor workspace by a foreign national or foreign representative is anticipated, and one or more NSWCDD employees will be in attendance at this visit/meeting for the purpose of potential discussions, above the public release level, resulting in disclosure of either CMI or CUI, a completed “NSWCDD Foreign National Visitor and Foreign Disclosure Application” e-form must be supplied to the Contractor’s Facility Security Officer (FSO). The accountable NSWCDD personnel attending the meeting must ensure that the NSWCDD disclosure process has been complied with and an approved copy of the “NSWCDD Foreign National Visitor and Foreign Disclosure Application” generated e-form has been provided to the COR and the Contractor’s FSO. The Contractor’s FSO should ensure that approved copies of the e-form are maintained at their facility as a record of compliance with requirements set forth in the National Industrial Security Program Operating Manual (NISPOM) as well as the requirements set forth above.

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## C.15 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE

In accordance with U.S. Navy policy, any personnel, including the Contractor, who utilizes DOD-owned systems shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the Contractor, are accountable and must act accordingly. DOD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DOD system may be monitored. Use of a DOD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action.

## C.16 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

Work under this contact may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code Section 552a and applicable agency rules and regulations. Access to and preparation of sensitive information subject to privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to privacy act data in support of this contract must sign a privacy act certification retained by both parties.

## C.17 NON-DISCLOSURE AGREEMENTS (NDAs)

NDAs may be utilized to allow for access to company sensitive/proprietary data. For tasks requiring NDAs the Contractor shall obtain appropriate agreements for all of their employees that are associated with the task requiring such an agreement.

Contractor personnel may be required, from time to time to sign non-disclosure statements as applicable to specific PWS tasking. The COR will notify the Contractor of the number and type of personnel that will need to sign the Non-Disclosure Agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and shall be returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

## C.18 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

a) The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. The Government will not direct the hiring, dismissal or reassignment of Contractor personnel. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer immediately in accordance with the clause 52.243-7.

b) Inherently-Governmental functions are not within the scope of this Task Order. Decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government. The Contractor may be required to attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

## C.19 IDENTIFICATION BADGES

The Contractor shall be required to obtain identification badges from the Government for all Contractor personnel requiring regular access to Government property. The identification badge shall be visible at all times while employees are on Government property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the appropriate Security Office within 48 hours following completion of the Task Order, relocation or termination of an employee, and upon request by the Contracting Officer. All Contractor personnel

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shall identify their company affiliation when answering or making phone calls.

## C.20 CONTROL OF CONTRACTOR PERSONNEL

The Contractor shall comply with the requirements of NAVSEA and NSWCDD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J.

## C.21 DIGITAL DELIVERY OF DATA

a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form. The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as “technical data” or “computer software”) or the Government’s and the Contractor’s respective rights therein.

b) Whenever technical data and/or computer software deliverables required by this contract are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government’s rights in and to such technical data and/or computer software must also be digitally included as part of the deliverable and on or in the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human-readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software. Nothing in this paragraph shall replace or relieve the Contractor’s obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

c) Digital delivery means (such as Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as “Terms of Use,” licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Contracting Officer; otherwise, the Government’s rights in and to such deliverables shall be governed exclusively by the terms of this task order.

## C.22 USE OF INFORMATION SYSTEM (IS) RESOURCES

### Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes computers, software, networks, certificates, and network addresses.

### Contractor Use of NAVSEA activity Resources

In the event that the Contractor is required to have access to a NAVSEA Activity’s IS resources, the login name used for access shall conform to the NMCI login naming convention. If the Contractor requires access to applications/systems that utilize client certificates for authentication, the Contractor is responsible for obtaining requisite certificates from a DOD or External Certificate Authority.

If this contract requires that the Contractor be granted access and use of a NAVSEA Activity’s IS resources (at any

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site), the IS shall be accredited for Contractor use in accordance with procedures specified by the Information Assurance Office.

### C.23 SUBCONTRACTORS/CONSULTANTS

In addition to the information required by FAR 52.244-2 Alternate 1 (JUN 2007) in Section I of the MAC, the Contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section G of the Task Order. Further, this documentation should be submitted for each subcontract increase in scope (hours) or price.

(a) Statements addressing:

- (1) The impact on the Prime Contractor's Subcontracting Goals,
- (2) The impact on the Contractor's ability to provide service at the contracted price,
- (3) The impact on compliance with FAR 52.219-14, Limitations on Subcontracting.

(b) Sole source justification (if applicable)

(c) A copy of the proposed subcontractor's cost or price proposal.

(d) Documentation establishing that the negotiated price is fair and reasonable.

(e) The results of negotiations to incorporate rate caps no higher than the lower of

(i) SeaPort-e rate caps for the prime Contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime,

- (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract if lower than the prime Contractor's rate caps.

(f) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be directly obtained by the prime Contractor.

(g) The Government strongly discourages T&M or Labor Hour pricing arrangements because the Contractor has little incentive to manage their labor force effectively or to control ODC costs. However, this type of pricing arrangement is permitted for subcontracts. In these instances, the Contractor shall provide specific justification to negotiate subcontracts with this pricing arrangement. The prime Contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed the fee rate negotiated for this Task Order. Additionally, the prime Contractor shall also identify specific surveillance/controls to be used to ensure that efficient performance methods are being employed.

NOTE: Regarding FAR 52.244-2 Alternated 1 (JUN 2007) – Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the MACE Contracting Officer for approval. Team member (Subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

### C.24 ON-SITE ENVIRONMENTAL AWARENESS

C.24.1 The Contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

C.24.2 The Contractor shall ensure that each Contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCDD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCDD training coordinator or their COR.

C.24.3 The Contractor shall ensure that each Contractor employee not required to complete the training described in part (b) above (i.e., those who do not have and will not be issued a CAC) reads the NSWCDD Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCDD website, [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office).

C.24.4 Within 30 days of commencing contract performance, the Contractor shall certify by e-mail to their COR that the requirements captured by (b) and (c) above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—(b) or (c) above--each employee has satisfied.

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C.24.5 Contractor copies of the records generated by the actions described in (b) and (c) above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

#### C.25 ON-SITE SAFETY REQUIREMENTS

C.25.1 The Contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

C.25.2 The Contractor shall ensure that each Contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance at NSWCDD. This document is available at: [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)

C.25.3 The Contractor shall provide each Contractor employee with the training required to do his/her job safely and in compliance with applicable regulations. The Contractor shall document and provide, upon request, qualifications, certifications, and licenses as required.

C.25.4 The Contractor shall provide each Contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.

C.25.5 Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision)[provided upon request]. Prior to bringing radioactive materials or machine sources on base, the Contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

C.25.6 The Contractor shall ensure that all hazardous materials (hazmat) procured for NSWCDD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCDD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at: [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/).

C.25.7 Upon request the Contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a Contractor's injury/illness rates are above the Bureau of Labor & Statistics industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

C.25.8 The Contractor and their subs shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years upon request by the Safety Office. A Contractor meets the definition if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day to day activities by the command.

C.25.9 The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.

C.25.10 The Contractor shall ensure that all on-site Contractor work at NSWCDD is in accordance with the NSWCDDINST 5100.1D Occupational Safety and Health Instruction, available at: [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)

#### C.26 INFORMATION ASSURANCE

C.26.1 Some efforts being performed under this contract/order will require the performing Contractor personnel to have access to Government Information Technology (IT) Systems. In those instances, the Contractor shall ensure the performing employee is trained/certified in Information Assurance (IA) commensurate with their level/category of access, as well as the computing environment certifications (Microsoft, Unix/Linux, etc.).

C.26.2 Contractor personnel whose IT access is limited to routine usage of NMCI assets and routine access to CDSADN business systems that requires IA training in accordance with DoD Manual 8570.01-M Chapter 6.

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Contractor personnel whose IT access falls under the Technical Category, Management Category, Architecture and Engineering Specialty, or Network Defense-Service Provider Specialty require IA training and certification in accordance with DoD Manual 8570.01-M Chapter 3, 4, 10, or 11, as applicable.

#### C.27 CONTRACT PERSONNEL ADMINISTRATION

When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g. utilizing Common Access Cards (CACs) and sign identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program /project managers shall be clearly identified and known as such by Government employees. As circumstances permit, periodic meetings shall be conducted between the COR and the Contractor organization program manager/project manager.

#### C.28 INFORMATION TECHNOLOGY (IT) RESOURCES

IT Resources shall not be purchased unless DoD and Navy purchasing procedures have been satisfied and approvals obtained. IT resources include personal computers (PC's), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services. All IT Resource Other Direct Cost Purchases require COR and KO approval regardless of the dollar value associated with the purchase.

#### C.29 TRAVEL REQUIREMENTS:

The Contractor may be required to travel in performance of this task order for emergent requirement certifications. It is anticipated that occasional travel to Moorestown, New Jersey; Washington, D.C., San Diego, California; and other areas will be required in support of this effort. This travel may be CONUS or OCONUS and shall be pre-approved by the Contracting Officer's Representative (COR). The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. All travel under this effort must be requested to the COR, in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. Travel costs shall be in accordance with FAR 31.205-46 and the Joint Travel Regulations. The Contractor shall submit trip reports (CDRL A014) following any travel under this effort.

#### C.30 PROGRESS REPORTING

C.30.1 In support of the technical and business management of this contract, the Contractor shall participate in formal and informal reviews on the technical activities being conducted under this contract. These reviews may be at the task order or work area level. (CDRL A001)

C.30.2 The Contractor shall provide a monthly progress report electronically in accordance with DI-MGMT-81864 (CDRL A001). This report shall reflect both prime and subContractor data if applicable at the same level of detail.

#### C.31 Dd1-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

(a) The Contractor shall ensure that all employees who have a NSWCDD badge and or vehicle sticker turn in the badge and remove the vehicle sticker immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise NSWCDD Physical Security of all changes in their personnel requiring NSWCDD base access.

(b) For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCDD Physical Security in advance of the date, time, and location where the NSWCDD representative may physically remove the employee's vehicle sticker and retrieve the NSWCDD badge prior to the employee departing the Contractor's facility. In the event the employee is separated in his or her absence, the Contractor shall immediately notify

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NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge and removal of the sticker.

**C.32 ENTERPRISE-WIDE Contractor MANPOWER REPORTING APPLICATION (ECMRA)**

(a) The Contractor shall report ALL Contractor labor hours (including subContractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center Dahlgren Division 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>.

(b) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

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

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

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

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### **HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMERICAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally include on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

### **HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)**

- (a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.
- (b) General Requirement –
- (1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.
- (2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of

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the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DICMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) – An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MILHDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

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(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(7) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST**

Offerors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a subContractor or as a prime Contractor under this competitive procurement. Notwithstanding the existence or non-existence of an OCI clause in the current contract, the Offeror shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during contract performance. The Contractor shall provide notice within 14 days of receipt of any information that may indicate a Potential OCI and how they shall mitigate this.

## **HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

If, during the performance of this or any other contract, the Contractor believes that any contract contains outdated or different versions of any specifications or standards, the Contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The Contractor shall submit update requests to the Procurement Contracting Officer with copies to the Administrative Contracting Officer and cognizant Program Office Representative for approval. The Contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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## **SECTION D PACKAGING AND MARKING**

### **D.1 HQ D-1-0001 DATA PACKAGING LANGUAGE**

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practices. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

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

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(Name of Individual Sponsor)

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(Name of Requiring Activity)

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(City and State)

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE**

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

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

#### **HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

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

### **E.2 PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES**

(a) This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) that is provided below.

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

### **E.3 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

#### **E.3.1 PURPOSE**

E.3.1.1 This Quality Assurance Surveillance Plan is a Government-developed and applied document used to make sure the systematic quality assurance methods are used in the administration of this performance-based contract. The intent is to ensure that the Contractor performs in accordance with the performance objectives and the Government receives the quality of services called for in the contract. In addition, this QASP provides the specific criteria and process to be following in determining whether to exercise the award-term options.

E.3.1.2 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the PWS and the Contractor's quality control plan (QCP), and to ensure that the Government pays only for the level of services received.

E.3.1.3 This QASP defines the roles and responsibilities of Government personnel involved in the evaluation of the quality of Contractor performance, identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

#### **E.3.2 AUTHORITY**

The authority for issuance of this QASP is provided under Contract Section E – Inspection and

Acceptance which provides for inspections and acceptance of the services and deliverables called for in service contracts to be executed by the Contracting Officer of a duly authorized representative.

#### **E.3.3 SCOPE**

E.3.3.1 The PWS structures the acquisition around “what” service or quality level is required, as opposed to “how” the Contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken to monitor and manage the Contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the

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Contractor.

E.3.3.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the Contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus provides the Contractor flexibility to continuously improve and innovate over the course of the task order as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

E.3.3.3 The Contractor is responsible for the quality of all work performed. The Contractor measures that quality through the Contractor’s own quality control plan (QCP). Quality control is work output, not workers, and therefore includes all work performed under this Order regardless of whether the work is performed by Contractor employees or by subContractors. The Contractor’s QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The Contractor will develop and implement a performance management system with processes to assess and report its performance to the designated Government representative. This QASP enables the Government to take advantage of the Contractor’s QCP.

E.3.3.4 The Government will assess performance using the methodology contained herein and the

Contractor Performance Assessment Reporting System (CPARS) to determine how the Contractor is performing against communicated performance objectives. CPARS assesses a Contractor’s performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at: <http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available) supportable by program and contract management data. The QASP methodology and CPARS performance expectations will be addressed in the Government and Contractor’s initial post-award meeting. Potential sources of data may include the following:

Status and progress reviews and reports

Production and management reviews and reports

Management and engineering process reviews (e.g. risk management, requirements management, etc.) and reports

Cost performance reports and other cost and schedule metrics

Other program measures and metrics such as:

Measures of progress and status of resources

Measures of deliverable timeliness and accuracy

Measures of product quality and process performance

External and sponsor feedback/comments and satisfaction ratings

Systems engineering and other technical progress reviews

Technical interchange meetings

Physical and functional configuration audits

Quality reviews and quality assurance evaluations

Functional performance evaluations

Subcontract Reports

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E.3.3.5 A preliminary CPARS evaluation/rating will be performed. The purpose of this review is to determine whether the Contractor is performing at least at a Satisfactory level for each area to be assessed using Table 1. This methodology will be utilized as an important factor in determining whether or not to exercise Option 1 and 2 and Award Term Periods 1 and 2 under the Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

E.3.3.6 Periods 3 and 4 are Award Term Options (See Table 2). In order for an Award Term option to be exercised, the Contractor must have achieved at least a Very Good for 3 of the 5 major elements.

### **E.3.4 ROLES AND RESPONSIBILITIES**

#### **E.3.4.1 Contracting Officer**

E.3.4.1.1 An individual duly appointed with the authority to enter into (PCO) or administer (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this contract is identified in Section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting Order. Contracting Officers are designated via a written warrant, which sets forth limitations of their respective authority.

E.3.4.1.2 The Contracting Officer ensures performance of all necessary actions for effective contract administration ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that ensures the Contractor receives impartial, fair and equitable treatment under the Order. The Contracting Officer is ultimately responsible for the final determination of the acceptability of the Contractor's performance. The PCO is also the Term-Determining Official (TDO)

#### **E.3.4.2 Contract Specialist**

E.3.4.2.1 Assigned by the PCO to provide daily administration of the contract.

E.3.4.2.2 Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

#### **E.3.4.3 Contracting Officer's Representative (COR)**

E.3.4.3.1 An individual appointed in writing by the PCO to act as their authorized representative to assist in technical administration of the Order. The COR is appointed in the contract award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the contract.

E.3.4.3.2 The COR is responsible for technical administration of the contract and assures proper surveillance of the Contractor's technical performance. The COR provides QASP reports to the PCO.

E.3.4.3.3 The COR is not empowered to make any contractual commitments or to authorize any changes. Any changes that the Contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

#### **E.3.4.4 Subject Matter Expert (SME)**

E.3.4.4.1 SMEs are individuals who may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the contract.

E.3.4.4.2 The SME provides input to the COR as to the quality of technical performance for their respective area(s) of expertise.

E.3.4.4.3 A SME cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government's behalf.

### **E.3.5.0 SCHEDULE**

The QASP evaluation will be in accordance with Table 1. In order to accomplish this, the following schedule applies:

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E.3.5.1 Contractor Self-Assessment (written) is due to the Contracting Officer and the COR no later than the end of month nine (9) for the base period covering the first eight months of performance and twelve (12) months thereafter for each period of performance covering the next twelve months of performance. Failure of the Contractor to make a timely delivery will be viewed as the Contractor's overall inability to comply with Contract schedules.

E.3.5.2 COR Written Assessment is due to the Contracting Officer no later than the end of week two (2) of month nine (9) for the base period and twelve (12) months thereafter for each period of performance.

### **E.3.6.0 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS**

E.3.6.1 Table 1 provides the overall performance ratings. Table 2 provides the QASP objectives.

Table 3 provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.

E.3.6.2 The required performance standards and quality levels are included in Table (1), "Performance Standards". If the Contractor meets the required service or performance level, the Contractor will receive positive preliminary QASP and CPARS ratings. If the Contractor fails to meet the required performance level, the result will be negative QASP and CPARS ratings.

E.3.6.3 If the Contractor fails to meet the required performance level based on the preliminary review, the Government may not exercise the next Option period under the Order. "meeting the required performance level" means that the Contractor must receive at least a Satisfactory rating (see table 1) for each of the five (5) major element that are evaluated (Technical Performance, Staffing, Customer Satisfaction, Management Performance and Problem Resolution, Cost Efficiency, and Subcontracting) for the performance period being evaluated (See Table 3).

E.3.6.4 Award Term Periods 3 and 4 are Award Terms (See Table 2). In order for an Award Term period to be exercised, the Contractor must have achieved at least a Very Good rating for 3 of the 5 major elements.

E.3.6.5 The Contracting Officer will make an Award Term incentive determination for Award Term Period 3 and Award Term Period 4 prior to the end of each preceding evaluation period. The determination will be based on the COR's recommendation, and any other information deemed relevant by the Contracting Officer.

### **E.3.7.0 METHODOLOGIES TO MONITOR PERFORMANCE**

#### **E.3.7.1 Surveillance Techniques**

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the Government to evaluate Contractor performance when appropriate. The Government will use the following methods of surveillance:

- (a) Random monitoring
- (b) 100% Inspection
- (c) Periodic Inspection
- (d) Customer Feedback

#### **E.3.7.2 Customer Feedback**

E.3.7.2.1 The Contractor is expected to establish and maintain professional communication between its employees and customers at all levels. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

E.3.7.2.2 Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the PCO, as opposed to the Contractor.

E.3.7.2.3 Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer

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complaints, investigate and work with the PCO and Contractor to resolve the issue.

E.3.7.2.4 Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

### E.3.8.0 QUALITY ASSURANCE DOCUMENTATION

#### E.3.8.1 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes.

Performance standards and performance monitoring techniques are expressed in Table 1.

#### E.3.8.2 Monitoring System

The Government's QA surveillance, accomplished by the COR, in conjunction with the PCO, will be reported using the methodology described herein. Interim evaluations will be done IAW paragraph E 3.5.0 as input to Option Exercise determinations. Formal CPARS evaluations shall be conducted on an annual basis.

**Table 1 – Overall Performance Ratings**

<b>Overall Performance Rating</b>	<b>Standard</b>
Exceptional	Performance meets contractual requirements and exceeds many requirements to the Government's benefit
Very Good	Performance meets contractual requirements and exceeds some requirements to the Government's benefit
Satisfactory	Performance meets contractual requirements
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet implemented satisfactory corrective measures.
Unsatisfactory	Performance does not meet contractual requirements and recovery is not likely in a timely manner. Contractor's corrective actions to date are ineffective.

**Table 2 – QASP Objectives**

<b>QASP OBJECTIVES</b>			
<b>Assessment Period</b>	<b>Acceptable Performance Definition</b>	<b>Schedule</b>	<b>Incentives</b>
Base Period	Overall Performance Rating of at least "Satisfactory".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 8 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 1.  (-) Does not meet the acceptable performance definition as a condition for exercise of Option 1.

<b>QASP OBJECTIVES</b>			
<b>Assessment Period</b>	<b>Acceptable Performance Definition</b>	<b>Schedule</b>	<b>Incentives</b>
Option 1	Overall Performance Rating of at least "Satisfactory".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 2.  (-) Does not meet the acceptable performance definition as a condition for exercise of Option 2.
Option 2	Overall Performance Rating of at least "Very Good".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for granting Award Term 1.  (-) Does not meet the acceptable performance definition as a condition for granting Award Term 1.
Award Term 1	Overall Performance rating of at least "Very Good".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for granting Award Term 2.  (-) Does not meet the acceptable performance definition as a condition for granting Award Term 2.
Award term 2		In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	Final CPARS ratings.

**Table 3 – Task Performance Evaluation Criteria and Standards**

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
<b>I. Task Performance</b>					
Timeliness	Contractor frequently misses deadlines, or is slow or non-responsive to respond to Government requests.	Contractor occasionally misses deadlines, schedules or is slow or occasionally non-responsive to respond to Government requests.	Contractor routinely meets deadlines, schedules, quickly responds to Government requests.	Contractor routinely meets deadlines and schedules and occasionally delivers early and responds immediately to Government requests.	Contractor routinely delivers ahead of deadlines, schedules, and responds immediately to Government requests.
Quality	Deliverables are typically not well researched and contain many technical inaccuracies. Rework is frequently required.	Deliverables are occasionally not well researched and contain some technical inaccuracies. Rework is occasionally required	Deliverables received are well researched, complete and technically accurate. No more than one (2) revisions are typically needed to accept the item. Other deliverable meets all Contract requirements.	Deliverables received are well researched, complete and technically accurate. Other deliverables meet all Contract requirements.	Deliverables received are always well researched, complete and technically accurate. They frequently exceed technical expectations. Rework is not required. Other deliverables typically exceed all Contract requirements.
II. Staffing	Contractor provides marginally qualified or unqualified personnel.  Lapses in coverage occur regularly.	Contractor provides marginally qualified personnel.  Lapses in coverable occur more than occasionally.	Contractor provides qualified personnel.  Lapses in coverage occur occasionally and are successfully managed by the Contractor with to minimize impact on timeliness or quality.  New/and or substitute resumes	Contractor provides a mix of qualified and highly qualified personnel.  Lapses in coverage are rare and are successfully managed by the Contractor with no impact on timeliness or quality.  New/and or substitute resumes submitted IAW contract reqmts.	Contractor provides highly qualified personnel.  Lapses in coverage do not occur.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent with resume

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			submitted IAW contract reqmts.  Personnel work products fully consistent with resume qualifications.	Personnel work products fully consistent with resume qualifications	qualifications.
III. Customer Satisfaction	Fails to meet customer expectations	Contractor occasionally fails to meet customer expectations.	Meets customer expectations.	Routinely meets or occasionally exceeds customer expectations.	Exceeds customer expectations.

IV. Management Performance					
Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are generally resolved but take unusual Government effort to resolve or take an excessive amount of time to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems occur infrequently and are generally resolved quickly with minimal Government involvement.	Problems are non-existent or the Contractor takes corrective action without Government involvement.
Responsiveness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is occasionally unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally proactive in anticipating concerns.	Contractor's management takes proactive approach in dealing with Government representatives and anticipates concerns.
Communication	Contractor fails to communicate with Government in an effective and timely manner.	Contractor occasionally fails to communicate with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner  and it frequently proactive in managing communication.	Contractor takes proactive approach such that communications are almost always clear, effective and timely.

V. Cost Management & Efficiency

<p>Cost Mgmt &amp; Reporting</p>	<p>Contractor regularly experiences cost overruns.</p> <p>Cost reports are late and contain errors.</p> <p>Invoicing is not accurate or submitted in a timely manner. Supporting detail is missing or incomplete.</p> <p>SubContractor invoices are rarely paid in a timely manner.</p>	<p>Contractor may experience occasional cost overruns.</p> <p>Cost reports are occasionally late and/or contain errors.</p> <p>Invoices are occasionally late or contain errors. Supporting detail contains occasional errors</p> <p>SubContractor invoices are not paid in a timely manner.</p> <p>SB subContractor invoices are not expedited.</p>	<p>Contractor routinely completes the effort within the originally agreed-to estimated cost. Funds and resources used in cost-effective manner.</p> <p>Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely (no more than 3 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.</p> <p>SubContractor invoices are paid in a timely manner. SB subContractor invoices are expedited.</p>	<p>Contractor routinely completes the effort within the originally agreed-to estimated cost and experiences occasional cost under runs.</p> <p>Funds and resources used in cost-effective manner.</p> <p>Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely (no more than 3 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.</p> <p>Sub-Contractor invoices are paid in a timely manner. SB subContractor invoices are expedited.</p>	<p>Contractor often completes the effort at lower than estimated costs. Funds and resources used in a most cost-effective manner.</p> <p>Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely (no more than 2 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.</p> <p>SubContractor invoices are paid in a timely manner.</p> <p>SB subContractor invoices are expedited.</p>
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Other Direct Cost (ODC)	<p>ODCs are not accurately or timely reported or invoiced. Errors are not quickly corrected.</p> <p>Does not comply with contract requirements for ODC authorizations.</p> <p>Burdened unit costs higher than proposed.</p>	<p>ODCs are occasionally not reported or invoiced in timely manner. Errors not consistently corrected in a timely manner.</p> <p>Occasionally does not comply with authorization requirements in contract.</p> <p>Burdened unit costs are rarely higher than proposed.</p>	<p>ODCs are accurately and timely reported and invoiced. Any errors noted are quickly corrected.</p> <p>Contractor complies with contract requirements for ODC authorization</p> <p>100% of time.</p> <p>Burdened unit costs are no higher than proposed.</p>	<p>ODCs are accurately and timely reported and invoiced. Errors are rare and quickly corrected.</p> <p>Contractor complies with contract requirements for ODC authorization</p> <p>100% of time.</p> <p>Burdened unit costs are occasionally lower than proposed.</p>	<p>ODCs are accurately and timely reported and invoiced.</p> <p>Contractor complies with contract requirements for ODC authorization 100% of time.</p> <p>Burdened unit costs are often lower than proposed.</p>
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**TABLE 4:- TASK ORDER TECHNICAL PERFORMANCE EVALUATION  
CRITERIA AND STANDARDS**

UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
Performance does not meet contractual requirements and recovery is not likely in a timely manner. Contractor's corrective actions to date are ineffective. In most cases a maximum of 85% success or satisfaction has not been achieved.	Performance does not meet some contractual requirements. The requirement being assessed reflects a serious problem for which the Contractor has not yet implemented satisfactory corrective measures. In most cases a maximum of 85% success or satisfaction has not been achieved.	Performance meets contractual requirements. In most cases a minimum of 90% success or satisfaction has been achieved.	Performance meets contractual requirements and exceeds some to the Government's benefit. In most cases a minimum of 93% success or satisfaction has been achieved.	Performance meets contractual requirements and exceeds some to the Government's benefit. In most cases a minimum of 96% success or satisfaction has been achieved.
Work Area/PBWS Reference	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Method	
C.3.2 C.3.2.1-C.3.2.3, C.3.2.10 & C.3.2.13  Provide system administration support for all W-Department IT assets, staff, and users.	<u>Problem Resolution</u> includes supporting and communicating with users and customers by investigating, resolving and documenting reported issues by or before a given due date. Issues are considered resolved after customer satisfaction is met, non-reoccurrence of the issue is achieved, and documentation of the issue has been performed.	System Administration tasking successfully meets or exceeds deadlines 90% of the time. Success is determined by customer satisfaction, resolution/non-reoccurrence of issues, and documentation of tasking.	Government review of Customer satisfaction (CDRL A009), trouble ticket reporting software (CDRL A010) and documentation of system administration activities.	
C.3.2 C.3.2.4  Provide support for various hardware and software backup solutions and perform system backups and restores for all W-Department IT.	<u>Backups Maintenance</u> Includes all activities necessary to backup and restore all W-Department IT. Restoration includes demonstrated ability to recover from catastrophic system failures by performing "bare metal" restores.	Backup Maintenance is successfully implemented for 99% of W-Department IT.	Government review of backup and image status reports (CDRL A007), monthly routine system administration plans and random audits of backup/recovery procedures.	
C.3.2 & C.3.5 C.3.2.14 & C.3.5.4  Develop, maintain, and execute a monthly routine system administration plan for all supported W-Department IT.	<u>IT Management</u> includes activities required to ensure all W-Department IT is in a healthy operational state and IA compliant. In order to maintain this state, a routine system administration plan will be executed on a monthly basis. Activities in this plan include system patching, antivirus updates, performing/verifying system backups, performing/remediating	IT Management is consistently implemented for 93% of W-Department it on a regular basis.	Government review of Customer satisfaction, monthly routine system administration plans (CDRL A015) and vulnerability documentation (CDRL A012).	

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	vulnerability scans and updating C&A documentation.		
C.3.3 C.3.3.1- C.3.3.2 Shall serve as the single POC for all end-users to report problems, ask questions, and make service requests related to all W-Department managed Information Technology (IT).	<u>Customer Support</u> includes providing support for all end-users to report problems, ask questions, and make service requests related to all W-Department managed IT. Customer support also includes analysis, diagnostics, and resolution of Help Desk calls. The Contractor shall assign a priority level based upon Help Desk policy, determine the support level for all calls and create Help Desk tickets based on the guidance of the current Help Desk policy	Routine help desk requests are responded to within 2 hours and requests requiring SME support are responded to within 8 hours 90% of the time.	Government review of customer satisfaction (CDRL A009) and Helpdesk status reports (CDRL A010).
C.3.4 C.3.4.7 Provide monthly metrics per supported application that shows performed patches, hotfixes, and bug fixes	<u>Software Management</u> includes providing life cycle support for various commercial-off-the-shelf (COTS) and government-off-the-shelf (GOTS) software and applications.	Software Development Specialist tasking successfully meets or exceeds deadlines 90% of the time. Success is determined by customer satisfaction, resolution/non-reoccurrence of issues, and documentation of tasking.	Government review of Customer satisfaction, trouble ticket reporting software and monthly hotfix reports (CDRL A011).

### E.3.9 AWARD TERM PLAN

#### 1. INTRODUCTION

The QASP is the basis for evaluating of the Contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO) who is the PCO. The specific criteria and procedures used for assessing the Contractor's performance and for determining the award term earned are described in the Section E, Quality Assurance Surveillance Plan (QASP). All TDO/PCO decisions regarding the award-term evaluation and the nature and success of the Contractor's performance—are final and not subject to dispute. The award term will be provided to the Contractor through unilateral contract modifications as determined by the TDO.

#### 2. ORGANIZATION

The award-term organization includes the PCO/TDO, the Contract Specialist, the COR and project-specific Subject Matter Experts (SMEs).

#### 3. RESPONSIBILITIES

The responsibilities of the award-term organization are as specified in paragraph E.3.4 of the QASP.

#### 4. AWARD-TERM PROCESSES

a. Award-Term Evaluation. Evaluation results will be based on the Contractor's performance during each evaluation period.

b. Evaluation Criteria. Any changes to award term evaluation criteria may be proposed by either party and shall be made only by bilateral modification to the QASP.

c. Informal Interim Evaluation Process. The PCO may provide informal interim evaluation results and notifies the Contractor of the strengths and weaknesses for the current evaluation period. The PCO may also issue letters at any other time when it is deemed necessary to highlight areas of Government concern.

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d. End-of-Period Evaluations. The "end of period" evaluation to determine whether the first award term (CLIN 7300) will be awarded shall occur in Option 2 in accordance with the schedule in paragraph E.3.5 of the QASP. The "end of period" evaluation for the second award term (CLIN 7400) shall also be in accordance with the QASP schedule.

#### 5. AWARD-TERM PLAN CHANGE PROCEDURE

Proposed changes to the award-term plan will be bilateral. If either party desires a change to the award-term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/28/2015 - 9/27/2016
9000	9/28/2015 - 9/27/2016

### CLIN - DELIVERIES OR PERFORMANCE

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

7000	9/28/2015 - 9/27/2016
9000	9/28/2015 - 9/27/2016

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

7100	9/28/2016 - 9/27/2017
7200	9/28/2017 - 9/27/2018
9100	9/28/2016 - 9/27/2017
9200	9/28/2017 - 9/27/2018

The periods of performance for the Award Term Items are as follows:

7300	9/28/2018 - 9/27/2019
7400	9/28/2019 - 9/27/2020
9300	9/28/2018 - 9/27/2019
9400	9/28/2019 - 9/27/2020

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

7099	09/28/2015-09/27/2016
7199	09/28/2016-09/27/2017
7299	09/28/2017-09/27/2018
7399	09/28/2018-09/27/2019
7499	09/28/2019-09/27/2020

Services to be performed hereunder will be provided at Dahlgren, VA; Pascagoula, MS; Bath, ME; Moorestown, NJ.

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

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

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## **SECTION G CONTRACT ADMINISTRATION DATA**

### **SECTION G CONTRACT ADMINISTRATION DATA**

#### **G.1 ACCOUNTING DATA**

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures at the SLIN level is required.

#### **G.2 SPECIAL INVOICE INSTRUCTIONS**

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLIN and ACRN. If multiple ACRNs are associated with a single project/work area/TI/WBS, the Contractor shall consult with the Contracting Officer Representative for additional invoicing instructions.

#### **G.3 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

In accordance with (DFARS) PGI 204.7108 "Line item specific: sequential ACRN Order"(d) (2) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS The following payment instructions apply to this task order:

Per DFARS 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.

NOTE: The Government may change the Payment Instruction.

#### **G.4 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF CONTACT AND RESPONSIBILITIES**

##### **Procuring Contracting Officer (PCO):**

is Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the Contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

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**Contract Specialist:**

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters. Administrative Contracting Officer (ACO):

(a) Name: DCMA Seattle

Code: S4801A

Address: 188 106th Ave NE, STE 660

Bellevue, WA 98004

Phone: E-mail: [dcmasattlestaf@dcma.mil](mailto:dcmasattlestaf@dcma.mil)

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this Task Order in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

**Contracting Officers Representative (COR):**

(

ted representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. A copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this Task Order.

**Alternate Contracting Officers Representative (ACOR):**

(a) Name:

Code:

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Address: (to be identified in the Task Order award document)

Phone:

FAX:

E-mail:

(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an attachment to this Task Order.

**Subject Matter Experts:**

The SME is the COR's subject matter expert for specific work areas as described in the QASP in Section E. SMEs will be identified at the Technical Instruction level.

**G.5 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012):**

(a) Definitions. As used in this clause—

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

\_\_\_\_\_ Cost Voucher \_\_\_\_\_

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.

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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HAA021
Issue By DoDAAC	N00178
Admin DoDAAC	S4801A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N00178
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	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.

\_\_\_\_\_

(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: DLGR\_NSWC\_WAWF@navy.mil.

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

## **G.6 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC**

### **INVOICING (NAVSEA) (SEP 2012)**

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

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

#### **G.7 CONSENT TO SUBCONTRACT**

For subcontracts and consulting agreements for services, where the prime Contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause in Section H, Consent to Subcontract authority is retained by the PCO.

The following subcontractors are approved on this Task Order:

Future Technologies, Inc  
URS an AECOM Company

#### **G.8 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

#### **G. 9 ACCOUNTING SYSTEM ADEQUACY**

- a. FAR 16.301-3(a)(1) requires that a Contractor's accounting system be adequate for determining costs applicable to the contract in order to be eligible for a cost reimbursement type contract. This is understood to mean that the accounting system must have been reviewed and approved by the Government.
- b. This requirement applies equally to the prime Contractor as well as their subcontractors who are proposed for cost-reimbursement or time and materials (T&M) contracts. T&M contracts are considered to be a form of cost reimbursement contracting because of the manner in which materials and ODCs are priced (actual cost plus indirect burdens). Subcontractors without approved accounting systems should be contracted using firm fixed price or labor hour contracts.
- c. The prime contract is solely responsible for verifying that subcontractors proposed for cost reimbursement contracts (including T&M), have DCAA-approved accounting systems. They shall require subcontractors to provide a copy of DCAA's most recent review/approval letter. A copy of this letter shall be provided to the Government.
- d. The prime Contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues shall be identified and their impact on this requirement shall be discussed.

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## G.10 Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs:

The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available thru advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(b) Training:

The Government will not allow costs, nor reimburse costs associated with the Contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause. The Contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT):

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The Contractor is expected to have the necessary CONUS facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources for both unclassified and classified applications.

(d) The requirements of the above clause apply equally to subcontractors and consultants.

Accounting Data

SLINID	PR Number	Amount
700001	130050569200001	
LLA :		
AA 1751319 A5XB 252 WS010 0 050120 2D 000000 A00002921751		
AWARD - support to provide system engineering and computer program support for integrating the SGS/AL B/L upgrades with AEGIS B/Ls 9A/9C AMOD C.3.2 Sys Admin Operations		
700002	130050906400001	
LLA :		
AB 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002945372		
AWARD - Support for ABMD Weapon System C 5.7.2		
700003	130051040800001	
LLA :		
AC 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002954188		
AWARD -Support for ABMD Weapon Systems Warfare System Lab support for Lifetime support Engineering Agent (LSEA) for the AEGIS BMD Baseline 5.1		
700004	130051221000001	
LLA :		
AD 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002966850		
AWARD - Support for ABMD Weapon Systems to provide AEGIS combat system element engineering operations and sustainment support for fielded BMD 3.63 and 4.0 baseline configurations		
700005	130050909600001	
LLA :		
AE 1731611 1224 252 SH400 0 050120 2D 000000 A00002945651		
AWARD - support for AEGIS information Technology project management support		
700006	130051320400001	
LLA :		
AF 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002972356		
AWARD - Support to provide system administrator and information assurance support for classified and unclassified RDT&E Systems		

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700007 130050909500001

LLA :

AG 1711611 1224 252 SH400 0 050120 2D 000000 A00002945647

AWARD - Support for AEGIS information Technology project management support C.3.1

700008 130051693500001

LLA :

AH 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002997274

AWARD - support for ABMD Weapon Systems for the LSEA for AEGIS BMD Baseline 5.1

700009 130050545300001

LLA :

AJ 1751804 8B5B 252 VU021 0 050120 2D 000000 A00002920636

AWARD - Support for labor in support of DDG52,53,65 and 69 for the AEGIS program

700010 130052164000002

LLA :

AK 9750100 4801 788 03S2F C 71GXXX XN GGS251 46100100 078803 A00003027546

AWARD - Support for maintaining the information Technology (IT) life cycle plan for estimation and prediction for EPOCH

700011 130052054000001

LLA :

AL 1731611 1224 252 SH400 0 050120 2D 000000 A00003021282

AWARD - Support for AEGIS information technology Program Management Support

700012 130052112300001

LLA :

AM 1711611 1224 252 SH400 0 050120 2D 000000 A00003024601

AWARD -Support for AEGIS information and technology project management support

700013 1300520592-00001

LLA :

AN 1731611 1224 251 SH400 0 050120 2D 000000 A00003021302

AWARD - Funding for AEFIS information technology project management support.

700014 130052311500001

LLA :

AP 1751319 A5XB 252 WS010 0 050120 2D 000000 A00003037037

AWARD - Support of T1-16 within the AEGIS program.

700015 1300524772-00001

LLA :

AQ 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003049153

AWARD - Integrated Warfare Systems Lab support for the Lifetime Support Engineering Agent (LSEA) in generating media, network support and facility support for the AEGIS BMD

700016 1300525540-00001

LLA :

AR 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003055032

AWARD- Support for Integrated Warfare System Lab support for the Lifetime Support Engineering Agent (LSEA) in generating media, network support and facility support for AEGIS BMD

700017 1300521173-00001

LLA :

AS 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003024836

Award - ACRN AS - - 1300521173

700018 130050748200001

LLA :

AT 1751810 84TE 252 VUS00 0 050120 2D 000000 A00002934729

AWARD - ACRN AT- - 1300507482

BASE Funding

Cumulative Funding

MOD 01

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700019 130052280100001  
 LLA :  
 AU 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003034741  
 Mod 01- ACRN AU - - 1300522801-00001

MOD 01 Funding  
 Cumulative Funding

MOD 02 Funding  
 Cumulative Funding

MOD 03 Funding  
 Cumulative Funding

MOD 04

700020 130053795500001  
 LLA :  
 AV 1751810 84TE 251 VUS00 0 050120 2D 000000 A00003179110  
 Standard Number: N0002415WX02524AA  
 Incremental Funding WE101 and WE 200  
 Mod 04

700021 130053579700001  
 LLA :  
 AN 1731611 1224 251 SH400 0 050120 2D 000000 A00003159159  
 Standard Number: N0002415WX06924-AA  
 Incremental Funding WE101  
 Mod 04

MOD 04 Funding  
 Cumulative Funding

MOD 05

700022 130054010500001  
 LLA :  
 AW 1711611 1224 251 SH400 0 050120 2D 000000 A00003196474

700023 130054361500001  
 LLA :  
 AX 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003225486

MOD 05 Funding  
 Cumulative Funding

MOD 06

700024 130054484800001  
 LLA :  
 AY 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003235714  
 Incremental Funding OMN  
 WE 101  
 WE 200  
 WE 400

700025 130054358200001  
 LLA :  
 AZ 1721611 1224 251 SH400 0 050120 2D 000000 A00003224968  
 Incremental Funding for Sys Admin Support, WE101 ; WE200 . SCN-DDG

MOD 06 Funding  
 Cumulative Funding

MOD 07

700026 130054623200001  
 LLA :

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BA 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003247011  
NWCF  
INC FUNDING

MOD 07 Funding

Cumulative Funding MOD 08

700027 130054956200001  
LLA :  
BB 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003273455

700028 130054979000001  
LLA :  
BC 1761106 1A2A 252 67854 067443 2D M95450 6RCFE19410LW  
Standard Number: M9545016RCFE194-AA  
FY 16 OMMC

700029 130054942800001  
LLA :  
BD 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003273270

MOD 08 Funding

Cumulative Funding

MOD 09

700030 130055093600001  
LLA :  
BD 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003284378

700031 130055002100001  
LLA :  
BE 1761804 8M4K 251 VUS00 0 050120 2D 000000 A00003277243

700032 130055007600001  
LLA :  
BF 1761106 1A2A 257 67854 067443 2D M95450 6RCDY24917LY  
Standard Number: M9545016RCDY249-AA  
FY16 O&M USMC FUNDS

700033 130055165300001  
LLA :  
BG 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003291126

700034 130055083700001  
LLA :  
BH 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003284095

700035 130055022400001  
LLA :  
BJ 1761804 8B4B 251 24VCS 0 050120 2D 000000 A00003278999

MOD 09 Funding

Cumulative Funding

MOD 10

700036 130055210400001  
LLA :  
BK 1761319 A4EC 251 WS060 0 050120 2D 000000 A00003294498  
FY16 RDTE

700037 130055357500001  
LLA :  
BL 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003305994  
FY15 RDTE

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700038 130055410500001  
 LLA :  
 BM 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003310347  
 FY16 OMN

700039 130054998500001  
 LLA :  
 BN 1751611 1227 255 SH500 0 050120 2D 000000 A00003277105  
 FY15 SCN  
 SCN OWLD 10/31/2018  
 SCN HULL DDG 1000

700040 130055493600001  
 LLA :  
 BP 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003316197  
 FY16 RDTE

700041 130055486900001  
 LLA :  
 BQ 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003316092  
 FY16 RDTE

700042 130055486800001  
 LLA :  
 BR 9760100 4801 FSN 78803 S NMF71G XX XXNGSF 25146100100 078803  
 Standard Number: NS28G85287GS10-AA  
 FY16 OMN

700043 130055297600001  
 LLA :  
 BS 1721611 1224 251 SH400 0 050120 2D 000000 A00003301966  
 FY16 SCN  
 OWLD 11/30/2018  
 SCN HULL: DDG116

MOD 10 Funding  
 Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### Note 1: Definitions for Desired Qualifications

(a) Experience – The desired experience for each Key Labor Category must be directly related to the tasks and programs listed in the PWS.

(1) General Combat Systems and Tactical Experience – General combat systems experience refers to prior experience in any of the following: combat systems design/engineering, combat system computer program development, combat system certification, combat system simulation engineering or combat system simulation computer program development. General tactical experience can include military or equivalent school completion in electronic combat system maintenance and operations, and/or actual maintenance and operations of combat system equipment utilized in military computer systems. This experience includes performance of preventive maintenance, equipment diagnostics, repair of equipment failures and demonstrative knowledge of equipment operational use. Experience in troubleshooting complex tactical and support system problems (i.e., where it is not obvious whether the problem is with equipment, computer programs, operating environments or auxiliary interconnecting switching systems) is desired.

(2) Specific Experience – Specific experience is defined as those experiences defined in the PWS and specifically in the labor category descriptions below.

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the order. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

(c) Accumulation of Qualifying Experience - All categories of experience may be accumulated concurrently. For example, if the candidate worked while going to school, the work and education time may be credited concurrently. All experience must be clearly supported by the resume or it will be discounted during the evaluation. Non-Key Personnel are the non-resumed personnel proposed to provide hours on this requirement. Post Award: Based on the Key Labor Category Desired Qualifications listed below and the PWS, the contractor will elect and manage the workforce supporting this contract. While government approval is required only for the Resumed Key Personnel, the entire workforce will be evaluated based on the contractor's performance of the PWS in accordance with the QASP.

### H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the Performance Work Statement (PWS), the Government desires Key Personnel with the appropriate experience and professional qualifications. Key Personnel qualification levels are considered to be desired for those individuals whose resumes are submitted for evaluation with the proposal. All individuals performing under the key personnel labor categories are considered key. Resumes for any replacement of key personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed.

### H.2 KEY PERSONNEL – DESIRED QUALIFICATIONS

#### Program Manager

10 years program management experience demonstrating a thorough understanding of Navy Computer Program support facilities missions (such as Aegis), engineering and operations, as well as experience with management of a major technical information technology support contract (Navy preferred). A minimum of 10 years of leadership experience and responsibility in managing similar IT programs within Department of Defense (DOD) environments. Demonstrate an understanding of acquisition and logistics support, and change control. Show experience collaborating with customers to identify and coordinate new Information Technology (IT) system developments and/or enhancements. Demonstrate leadership qualities, effective verbal and written communication skills, the ability to work independently, and thorough knowledge of the Navy's contractual processes.

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## **IT Project Lead**

10 years project management experience with 8 years specific experience. The IT Project Lead requires the training, skills and experience necessary to coordinate large scale IT activities in an enterprise setting. This experience is to include coordination of system engineering, system administration, software engineering and IT helpdesk activities. Demonstrate experience with DOD Information Awareness (IA) and Certification and Accreditation (C&A) activities and policies. Demonstrate experience with strategic reviews and Information Technology processes and technologies and gather and analyze requirements. Demonstrate experience in effective communication and working relationships with customers and project team members.

## **Lead Senior System Administrator**

8 years of Systems Administration experience in a real-world setting at a complex site (i.e., more than 100 computers running more than one operating system) including at least two years of demonstrated experience in leading a computer technology effort including planning, scheduling, forecasting, and evaluating associated endeavors. A minimum of 5 years of demonstrated leadership experience. Demonstrate experience giving technical and informational presentations, writing advanced documentation, and white papers. Demonstrate an advanced understanding of operating system concepts, system interconnectivity, virtualization, hardware and software management, Windows Domain and group policy, file systems, client/server interoperability, performance analysis, system vulnerability assessment, remediation and prevention. Demonstrate the ability to write scripts in some administrative language (Shell, Perl, PowerShell, etc.). Demonstrate independent problem-solving skills and be self-motivated and provide self-direction. Hold or be able to obtain a minimum of a Secret clearance with a Single Scope Background Investigation (SSBI) within 180 days of being hired.

## **Senior System Administrator**

8 years of Systems Administration experience in a real-world setting at a complex site (i.e., more than 100 computers running more than one operating system) including at least two years of demonstrated experience in leading a computer technology effort including planning, scheduling, forecasting, and evaluating associated endeavors. Demonstrate experience giving technical and informational presentations, writing advanced documentation, and white papers. Demonstrate an advanced understanding of operating system concepts, system interconnectivity, virtualization, hardware and software management, Windows Domain and group policy, file systems, client/server interoperability, performance analysis, system vulnerability assessment, remediation and prevention. Demonstrate the ability to write scripts in some administrative language (shell, Perl, etc.). Demonstrate independent problem solving skills and be self-motivated and provide self-direction. Hold or be able to obtain a minimum of a Secret clearance with a Single Scope Background Investigation (SSBI) within 180 days of being hired. At least fifty percent (50%) of the members of this group should possess in-depth experience with Microsoft Windows-based Operating Systems. At least fifty percent (50%) of the members of this group should possess in-depth experience with UNIX-based Operating Systems. Additionally, at least one member of this labor category should hold or be able to obtain a Top Secret Sensitive Compartmented Information (SCI) clearance.

## **H.3 NON-KEY PERSONNEL – MINIMUM QUALIFICATIONS**

In order to provide additional clarification to the Performance Work Statement, minimum qualifications are provided for non-key personnel. The contractor shall provide non-key personnel who meet or exceed the minimum qualifications provided below. Prior to charging non-key personnel labor to this order, the contractor shall provide written certification stating the individual's name, labor category, and certification that the individual meets or exceeds the minimum qualifications of the labor category. This written certification shall be made by e-mail to the Contract Specialist and the COR.

## **System Administrator**

6 years of Systems Administration experience in the real-world setting at a complex site (i.e., more than 100 computers running more than one operating system). Demonstrate strong interpersonal and communication skills, writing documentation, making presentations to internal and external audiences, explaining mid-range procedures in writing or orally, interacting positively with upper management, and possessing good phone skills. Demonstrate a fundamental understanding of operating system concepts, system interconnectivity, virtualization, hardware and software management, Windows Domain and group policy, file systems, client/server interoperability, performance analysis, system vulnerability assessment, remediation and prevention. Demonstrate the ability to write scripts in

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some administrative language (Shell, Perl, PowerShell, etc.) A certification in computer science or a related field is required. Hold or be able to obtain a minimum of a Secret clearance with a Single Scope Background Investigation (SSBI) within 180 days of being hired. At least eight (8) members of this group should possess in-depth experience with Microsoft Windows-based Operating Systems. At least eight (8) members of this group should possess in-depth experience with UNIX-based Operating Systems. Additionally, at least one member of this labor category should hold or be able to obtain a Top Secret Sensitive Compartmented Information (SCI) clearance.

### **Help Desk Manager**

5 years of experience in IT services at a complex site (i.e., more than 100 computer systems running more than one operating system). 5 years of demonstrated experience leading a team, and implementing and overseeing technology programs. Demonstrate significant experience planning and directing activities that provide customer services solutions and IT Help Desk support. Demonstrate experience writing advanced documentation and operating procedures. Demonstrate communication skills, capable of creating and delivering professional presentations. Demonstrate the ability to adapt to emerging technologies. Demonstrate independent problem-solving skills and be self-motivated and provide self-direction. The HDM should hold or be able to obtain a minimum of a Secret clearance with a Single Scope Background Investigation (SSBI) within 180 days of being hired.

### **Senior Computer Specialist**

3 years of experience in the computer and peripheral operation and maintenance of equipment of the type listed in the PWS. Demonstrate familiarity with Information Technology identified in the PWS and network operations. Demonstrate strong customer service skills and experience as a front-line to interface with end-users, accept requests for IT service, and document trouble reports. Hold or be able to obtain a minimum of a Secret clearance with a Single Scope Background Investigation (SSBI) within 180 days of being hired.

### **Software Development Specialist**

5 years of experience that includes software design, development, requirements analysis, testing, deployment, and lifecycle maintenance. Possess a minimum of a BS degree in a related discipline such as engineering or computer science. Demonstrate an advanced understanding of complex concepts of software, application, database, and web server operation and the interaction between these concepts in an enterprise setting. Demonstrate strong interpersonal and communication skills, experience in training users in application usage, writing documentation and Standard Operating Procedures (SOPs), making presentations to internal and external audiences, interacting positively with upper management, and demonstrating excellent communication skills. Demonstrate experience that demonstrates the ability to work independently to complete a significant body of work. Hold or be able to obtain a minimum of a Secret clearance with a Single Scope Background Investigation (SSBI) within 180 days of being hired.

### **Computer Specialist**

6 months experience in the computer and peripheral operation and maintenance of equipment of the type listed in the PWS. A training certificate may be substituted for experience. Demonstrate a familiarity with Information Technology (IT) and network operations.

### **Junior System Administrator**

2 years of Systems Administration experience in the real-world setting or 5 years of experience in Computer Operations, Customer Support, or another related area. Demonstrate strong interpersonal and communication skills, be capable of explaining simple procedures in writing or verbally, and good telephone skills. Demonstrate familiarity with an operating system and its commands/utilities at a user level such as editing files, issuing commands, finding user home directories, navigating through a file system, and using I/O redirection. Demonstrate the ability to follow instructions well. Hold or be able to obtain a minimum of a Secret clearance with a Single Scope Background Investigation (SSBI) within 180 days of being hired.

### **IT Logistician**

5 years of general logistics experience in the procurement and material management of advanced IT systems and components. Demonstrate familiarity with IT components, hardware, software and peripherals and understand processes required to make purchases of such equipment in a government, auditable environment. Demonstrate experience with submission of compliance paperwork, researching vendor quotes, preparation of contract packages,

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records retention, inventory controls, asset tracking and other acquisition functions. Demonstrate experience with logistics support of IT projects, including acquisitions, configuration management, asset tracking, inventory controls, standard logistic lifecycle support and disposal.

#### **H.4 5252.237-9106 SUBSTITUTION OF PERSONNEL (Sep 1990)**

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) hourly rate; (4) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### **H.5 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL**

(a) Requests for post award approval of additional and/or replacement Resumed Key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, COR, and the Alternate COR. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.

(b) Resumes shall be submitted in the format required. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

(c) If the employee is not a current employee of the Contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

#### **H.6 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

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

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

#### **H.7 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYDH-40010 dated November 1994. Data entered is retained by the program and provided to qualified participants.

Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

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

GIDEP Operations Center

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P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

### H.8 Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for the number of hours of labor stated below. The following details funding to date:

CLIN	TOTAL CPIF Base Period	Funds This Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED	Funded Labor Hours
<b>7000</b>						
<b>9000</b>						
<b>TOTAL BASE</b>						

\* to be completed at time of award

### H.9 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

CLIN	Performance Period	Allotted to Cost	Allotted to Fee	Total	Estimated Funded Through
7000	09/28/2015-09 /27/2016				3/21/2016
<b>TOTAL BASE</b>					

\* to be completed at time of award

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

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

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

### H.10 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's

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proposal as having hours included in the proposed level of effort. The table below and information for blanks in paragraph

(b) and (d) are to be completed by the Offeror.

PERIOD/CLIN	TOTAL HOURS	COMPENSATED HOURS	UT/TTA HOURS
BASE CLIN 7000			
OPTION 1 CLIN 7100			
OPTION 2 CLIN 7200			
AWARD TERM 1 CLIN 7300			
AWARD TERM 2 CLIN 7400			

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Times Accounting (TTA) efforts are included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

(g) The Contractor shall provide and maintain an accounting system, acceptable to the

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

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(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan.

The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

## **H.11 SAVINGS INITIATIVES**

The following cost savings initiatives are required under this Task Order:

(a) Annual Labor Escalation: Base Year %, Option Year 1 , Option Year 2 , Award Term 1 , Award Term 2 .

(b) Maximum Pass-Thru Rate: %

(c) Lower Target, Maximum and/or Minimum Fee rates than those reflected in the solicitation: Target Fee % on Prime Labor Only.

(d) Other: N/A

(e) The Government also strongly encourages the Prime Contractor to eliminate "double pass-thru" costs by avoiding second tier subcontractors/consultants during performance and where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of:

The Prime Contractor's pass-thru rate under this order or

The subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

## **H.12 RESUME FORMAT AND CONTENT REQUIREMENTS**

In order to facilitate evaluation, all resumes shall be provided in the following format:

(a) HEADER

Complete Name

Current Employer

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Task Order Labor Category

Contractor Labor Category

Percentage of time to be allocated to this effort upon award of this Task Order

Current security clearance level per JPAS (identify if interim or final)

Current work location

Planned work location upon award of this Task Order

Note if the individual is key on another contract with a period of performance that will overlap this requirement. Note plans to satisfy both contracts if the Offeror is selected for award.

(b) EDUCATION/PROFESSIONAL DEVELOPMENT – Show any degrees, honors, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and will impact the offeror’s qualifications to perform under the Task Order. For education and training, the following format is preferred:

Academic: Degree(s); Date(s); Institution; Major/Minor

Non-Academic: Course title, date(s), approximate length

Professional licenses and specialized certifications. (Note the date obtained for each, as well as the date when each license/certification requires renewal).

(c) CHRONOLOGICAL WORK HISTORY/EXPERIENCE

i. Employer: Dates (month/year); Title(s) held

ii. Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 10-year employment with that firm and to ensure offerors' proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will not be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual. Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information. Offerors shall note that the lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Government’s overall technical requirements All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered. Gaps in experience shall be avoided.

Certification of correctness of information signed and dated by both the person named and the Offeror.

The employee certification shall include the following statement:

CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Task Order N00178-15-D-7295 Task Order 0005 by GeoNorth, LLC and intend to make myself available to work under any resultant contract to the extent proposed."

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Offeror Signature and Date

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Resumes without this certification will be unacceptable and will not be considered. If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. The letter shall identify the projected start date. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

### **H.13 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

See Attachment J.12 Government Furnished Property

### **H.14 NOTIFICATION OF CHANGES (CT) (JAN 1983)**

(a) Definitions. As used in this requirement, the term "Contracting Officer" does not include any representative of the Contracting Officer whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with the Contractor. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any requirement of this contract.

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which the Contractor considers would constitute or would require a change to this contract. The parties acknowledge that proper administration of this contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer of any conduct which the Contractor considers would constitute or would require a change to this contract/task order. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date the Contractor identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to the Contractor:

- (i) The date, nature, and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of the individuals directly involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) The particular elements of contract performance for which the Contractor might seek an equitable adjustment under this requirement, including:
  - (1) What performance or what ship(s) have been or might be affected by the potential change;
  - (2) To the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the potential change;
  - (3) To the extent practicable, the Contractor's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and
  - (4) What and in what manner are the particular technical requirements or contract requirements regarded as changed.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, the Contractor shall take no action to implement a potential change until advised by the Contracting Officer in writing as provided in (d) below, unless the potential change was previously directed by the Contracting Officer, in which case the Contractor shall conform therewith. Nothing in this paragraph (c) shall excuse the Contractor from proceeding with contract work other than implementation of the potential change or from proceeding in accordance with directions issued by the Contracting Officer.

(d) Government Response. The Contracting Officer shall promptly, and in any event within twenty-one (21) calendar days after receipt of Notice, respond thereto in writing. In such response, the Contracting Officer shall either:

- (i) Confirm that the conduct of which the Contractor gave notice would constitute a change, and when necessary,

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direct the mode of further performance, or;

(ii) Countermand any conduct regarded by the Contractor as a change, or;

(iii) Deny that the conduct of which the Contractor gave notice would constitute a change and, when necessary, direct the mode of further performance, or;

(iv) In the event the Contractor's notice information is inadequate to take a decision under (i), (ii), or (iii) above, advise the Contractor what additional information is required. Failure of the Government to respond within the time required above shall be deemed a countermand under (d)(ii).

(e) Equitable Adjustments. Equitable adjustments for changes confirmed or countermanded by the Contracting Officer shall be made in accordance with the clause of this contract entitled "CHANGES", or any other requirement of this contract which provides for an equitable adjustment.

(f) Special Procedures. Paragraph (c) provides that the Contractor is to take no action to implement a potential change pending the Contracting Officer's response to the Contractor's notice of the potential change, except where specifically directed by the Contracting Officer. In special situations, however, where

(1) The circumstances do not allow sufficient time to notify the Contracting Officer of the facts prior to the need to proceed with the work, and;

(2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government, the Contractor may proceed with work in accordance with the potential change. In such special situations, the Contractor shall advise the Contracting Officer in writing within ten (10) days of the conduct giving rise to the potential change that the Contractor has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (30) calendar days of the conduct giving rise to the potential change, the Contractor shall provide notice as required in (b) above. The Contracting Officer shall respond as set forth in (d) above. If the Contracting Officer determines that the conduct constitutes a change and countermands it, the Contractor shall be entitled to an equitable adjustment for performance in accordance with that change prior to the countermand including performance resulting from the countermand.

(g) When the Contractor identifies any conduct which may result in delay of delivery/performance, the Contractor shall promptly so inform the Contracting Officer thereof prior to providing the notice required by paragraph (b) above.

(h) Despite good faith best efforts, occasions may arise in which the Contractor does not provide notice within the time periods specified in paragraphs (b) and (f) above. Accordingly, prior to the end of each quarter of the first and third quarters of each calendar year through the period of performance of this contract, beginning with the TBD at Time of Award quarter of TBD at Time of Award\_ the Contractor shall deliver to the Government an executed bilateral contract modification, covering the six month period of time ending with the second and fourth quarters, respectively, of the preceding year, with such specific exceptions, if any, as are identified by the Contractor. If the Contractor cites specific exceptions to the release, the Contractor shall concurrently provide the Contracting Officer with notice, containing the information set forth in paragraph (b) of this requirement, for each item excepted from the release. However, the release required by this requirement shall not make unallowable any costs which are otherwise allowable under any other requirement of this contract.

Within sixty (60) days of receipt of the release, the Contracting Officer shall sign and return a copy of the release to the Contractor. If the Contracting Officer fails to execute and return the release within the required time, then the release shall be deemed to be void and of no effect for the period involved.

(i) If the release in accordance with paragraph (h) above is not provided to the Government by the Contractor in the time required, the Contracting Officer may execute the release as set forth below and send it to the Contractor. If the Contractor fails to execute the release and return it to the Government (with any specific exceptions) within sixty (60) days of receipt thereof, the required release shall then be deemed effective as if signed by the Contractor.

H.15 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information

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assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including:

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
  - (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.
- (b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.
- (c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

#### H.16 LABOR TRIPWIRE JUSTIFICATION

- (a) The Contractor shall advise the COR and the Contract Specialist, by email, if the pending addition of any individual (Key or non-Key) will be at a fully burdened average labor rate (including pass-through and/or target fee) that exceeds the labor tripwire amount. The Contractor shall not proceed with the addition until the contractor is advised by the Contract Specialist that the request has been approved by the Contracting Officer.
- (b) The Contractor's request shall include: the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order. If the individual is a subcontractor or consultant, the rate build-up shall include the prime contractor's pass through rate.
- (c) Currently, a fully burdened average labor rate of \$156/hour or greater, regardless of the number of labor hours the proposed individual (prime, subcontractor, or consultant) will work, requires approval . The contractor will be advised of any changes to this tripwire level that occur during performance. A Fully Burdened Average Labor Rate of \$156/hour or greater shall require the COR and the PCO's review and written approval.

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## **SECTION I CONTRACT CLAUSES**

### **CLAUSES INCORPORATED BY REFERENCE**

**52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)**

**52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**

**52.204-12 Data Universal Numbering System Numbering Maintenance (DEC 2012)**

**52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (OCT 2010)**

**52.223.18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)**

**52.224-1 Privacy Act Notification (APR 1984)**

**52.224-2 Privacy Act (APR 1984)**

**52.227-1 Authorization and Consent (DEC 2007)**

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)**

**52.227-11 Patent Rights – Ownership by the Contractor (MAY 2014)**

**252.204-7000 Disclosure of Information (AUG 2013)**

**252.204-7002 Payment for Subline Items Not Separately Priced (DEC 1991)**

**252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)**

All clauses incorporated by reference in the offerors MAC contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

### **CLAUSES INCORPORATED BY FULL TEXT**

#### **52.216-10 INCENTIVE FEE (June 2011)**

(Applicable to CLIN 7000; and, if exercised, CLIN 7100, 7200, 7300, and 7400.)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the

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Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee payable.

(e)(1) The fee payable under this contract shall be the target fee increased by thirty cents (\$0.30) for every dollar that the total allowable cost is less than the target cost or decreased by thirty cents (\$0.30) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than or less than of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of—

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be

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evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

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

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

ITEM(s)	Latest Option Exercise Date
7100, 7199, 9100	No later than 12 months after the Task Order Award date.
7200, 7299, 9200	No later than 24 months after the Task Order Award date.
7300, 7399, 9300	No later than 36 months after the Task Order Award date.
7400, 7499, 9400	No later than 48 months after the Task Order Award date.

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed 60 months, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

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

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

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

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

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

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

**NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SETASIDE, the

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determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19 of the basic contract.

#### **52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)**

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

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

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

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

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

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

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

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

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

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

#### **52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases. –

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

#### **52.243-7 NOTIFICATION OF CHANGES (Apr 1984)**

(a) Definitions.

“Contracting Officer,” as used in this clause, does not include any representative of the Contracting Officer.

“Specifically Authorized Representative (SAR),” as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

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(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within ten calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any

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part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

(i) In the contract cost or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

**252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)**

(a) Definitions. As used in this clause—

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

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

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

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

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

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

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

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(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

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

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations” (<http://csrc.nist.gov/publications/PubsSPs.html>).)

Access Control	Audit & Accountability	Identification and Authentication	Media Protection	System & Comm Protection
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
AC-6	AU-7		Physical and Environmental Protection	SC-8(1)
AC-7	AU-8	Incident Response	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	Configuration Management	IR-5		SC-28
AC-19	CM-2	IR-6	Program Management	
AC-20(1)	CM-6		PM-10	System & Information Integrity
AC-20(2)	CM-7	Maintenance		SI-2
AC-22	CM-8	MA-4(6)	Risk Assessment	SI-3

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	MA-5	RA-5	SI-4
Awareness & Training	Contingency Planning	MA-6	
AT-2	CP-9		

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

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(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

**252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003)**

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—

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- (1) A bona fide employee of the Contractor; or
- (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

- (1) For sales to the Government(s) of \_\_\_\_\_, contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

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

(a) Definitions. As used in this clause—

- (1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
- (2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
- (4) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
- (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
- (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (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.

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

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

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

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

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

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

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

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

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

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

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

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

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider

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appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

\*\*Generally, the development of an item, component, or process at private expense, either exclusively or

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

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

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

Date	_____
Printed Name and Title	_____
	_____
Signature	_____

(End of identification and assertion)

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

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

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

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

#### GOVERNMENT PURPOSE RIGHTS

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

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are

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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:

<p><b>SPECIAL LICENSE RIGHTS</b></p> <p>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.</p>
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(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

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

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data

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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.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

(7) “Developed” means that—

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

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

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

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

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

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

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

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

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

(12) "Government purpose rights" means the rights to—

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

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

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

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

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

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

(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—

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

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

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

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

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

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

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

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

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

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- (i) Computer software developed exclusively with Government funds;
  - (ii) Computer software documentation required to be delivered under this contract;
  - (iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;
  - (iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;
  - (v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or
  - (vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—
    - (A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or
    - (B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.
- (2) Government purpose rights.
- (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.
  - (ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.
  - (iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—
    - (A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#); or
    - (B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.
- (3) Restricted rights.
- (i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.
  - (ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.
  - (iii) The Contractor acknowledges that—
    - (A) Restricted rights computer software is authorized to be released or disclosed to covered Government support

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contractors;

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

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

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

(4) Specifically negotiated license rights.

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date	_____
Printed Name and Title	_____
	_____
Signature	_____

(End of identification and assertion)

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

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

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paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

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

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

**GOVERNMENT PURPOSE RIGHTS**

	Contract No.				
	Contractor Name				
	Contractor Address				
	Expiration Date				

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

(End of legend)

(1) 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.

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(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

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

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

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

#### **252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS—COMPUTER SOFTWARE (SEP 2011)**

(a) Definitions.

(1) As used in this clause, unless otherwise specifically indicated, the term “Contractor” means the Contractor and its subcontractors or suppliers.

(2) Other terms used in this clause are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(b) Justification. The Contractor shall maintain records sufficient to justify the validity of any markings that assert restrictions on the Government's rights to use, modify, reproduce, perform, display, release, or disclose computer software delivered or required to be delivered under this contract and shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a request for information under paragraph (d) or a challenge under paragraph (f) of this clause.

(c) Direct contact with subcontractors or suppliers. The Contractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors or suppliers at any tier who assert restrictions on the Government's right to use, modify, reproduce, release, perform, display, or disclose computer software. Neither this clause, nor any action taken by the Government under this clause, creates or implies privity of contract between the Government and the Contractor's subcontractors or suppliers.

(d) Requests for information.

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(1) The Contracting Officer may request the Contractor to provide sufficient information to enable the Contracting Officer to evaluate the Contractor's asserted restrictions. Such information shall be based upon the records required by this clause or other information reasonably available to the Contractor.

(2) Based upon the information provided, if the—

(i) Contractor agrees that an asserted restriction is not valid, the Contracting Officer may—

(A) Strike or correct the unjustified marking at the Contractor's expense; or

(B) Return the computer software to the Contractor for correction at the Contractor's expense. If the Contractor fails to correct or strike the unjustified restriction and return the corrected software to the Contracting Officer within sixty (60) days following receipt of the software, the Contracting Officer may correct or strike the markings at that Contractor's expense.

(ii) Contracting Officer concludes that the asserted restriction is appropriate for this contract, the Contracting Officer shall so notify the Contractor in writing.

(3) The Contractor's failure to provide a timely response to a Contracting Officer's request for information or failure to provide sufficient information to enable the Contracting Officer to evaluate an asserted restriction shall constitute reasonable grounds for questioning the validity of an asserted restriction.

(e) Government right to challenge and validate asserted restrictions.

(1) The Government, when there are reasonable grounds to do so, has the right to review and challenge the validity of any restrictions asserted by the Contractor on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software delivered, to be delivered under this contract, or otherwise provided to the Government in the performance of this contract. Except for software that is publicly available, has been furnished to the Government without restrictions, or has been otherwise made available without restrictions, the Government may exercise this right only within three years after the date(s) the software is delivered or otherwise furnished to the Government, or three years following final payment under this contract, whichever is later.

(2) The absence of a challenge to an asserted restriction shall not constitute validation under this clause. Only a Contracting Officer's final decision or actions of an agency Board of Contract Appeals or a court of competent jurisdiction that sustain the validity of an asserted restriction constitute validation of the restriction.

(f) Major systems. When the Contracting Officer challenges an asserted restriction regarding noncommercial computer software for a major system or a subsystem or component thereof on the basis that the computer software was not developed exclusively at private expense, the Contracting Officer will sustain the challenge unless information provided by the Contractor or subcontractor demonstrates that the computer software was developed exclusively at private expense.

(g) Challenge procedures.

(1) A challenge must be in writing and shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require the Contractor to respond within sixty (60) days;

(iii) Require the Contractor to provide justification for the assertion based upon records kept in accordance with paragraph (b) of this clause and such other documentation that are reasonably available to the Contractor, in sufficient detail to enable the Contracting Officer to determine the validity of the asserted restrictions; and

(iv) State that a Contracting Officer's final decision, during the three-year period preceding this challenge, or action of a court of competent jurisdiction or Board of Contract Appeals that sustained the validity of an identical assertion made by the Contractor (or a licensee) shall serve as justification for the asserted restriction.

(2) The Contracting Officer shall extend the time for response if the Contractor submits a written request showing the need for additional time to prepare a response.

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(3) The Contracting Officer may request additional supporting documentation if, in the Contracting Officer's opinion, the Contractor's explanation does not provide sufficient evidence to justify the validity of the asserted restrictions. The Contractor agrees to promptly respond to the Contracting Officer's request for additional supporting documentation.

(4) Notwithstanding challenge by the Contracting Officer, the parties may agree on the disposition of an asserted restriction at any time prior to a Contracting Officer's final decision or, if the Contractor has appealed that decision, filed suit, or provided notice of an intent to file suit, at any time prior to a decision by a court of competent jurisdiction or Board of Contract Appeals.

(5) If the Contractor fails to respond to the Contracting Officer's request for information or additional information under paragraph (g)(1) of this clause, the Contracting Officer shall issue a final decision, in accordance with paragraph (f) of this clause and the Disputes clause of this contract, pertaining to the validity of the asserted restriction.

(6) If the Contracting Officer, after reviewing the written explanation furnished pursuant to paragraph (f)(1) of this clause, or any other available information pertaining to the validity of an asserted restriction, determines that the asserted restriction has—

(i) Not been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, denying the validity of the asserted restriction; or

(ii) Been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, validating the asserted restriction.

(7) A Contractor receiving challenges to the same asserted restriction(s) from more than one Contracting Officer shall notify each Contracting Officer of the other challenges. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer who initiated the first in time unanswered challenge, after consultation with the other Contracting Officers who have challenged the restrictions and the Contractor, shall formulate and distribute a schedule that provides the Contractor a reasonable opportunity for responding to each challenge.

(h) Contractor appeal? Government obligation.

(1) The Government agrees that, notwithstanding a Contracting Officer's final decision denying the validity of an asserted restriction and except as provided in paragraph (h)(3) of this clause, it will honor the asserted restriction—

(i) For a period of ninety (90) days from the date of the Contracting Officer's final decision to allow the Contractor to appeal to the appropriate Board of Contract Appeals or to file suit in an appropriate court;

(ii) For a period of one year from the date of the Contracting Officer's final decision if, within the first ninety (90) days following the Contracting Officer's final decision, the Contractor has provided notice of an intent to file suit in an appropriate court; or

(iii) Until final disposition by the appropriate Board of Contract Appeals or court of competent jurisdiction, if the Contractor has:

(A) appealed to the Board of Contract Appeals or filed suit in an appropriate court within ninety (90) days; or

(B) submitted, within ninety (90) days, a notice of intent to file suit in an appropriate court and filed suit within one year.

(2) The Contractor agrees that the Government may strike, correct, or ignore the restrictive markings if the Contractor fails to—

(i) Appeal to a Board of Contract Appeals within ninety (90) days from the date of the Contracting Officer's final decision;

(ii) File suit in an appropriate court within ninety (90) days from such date; or

(iii) File suit within one year after the date of the Contracting Officer's final decision if the Contractor had provided notice of intent to file suit within ninety (90) days following the date of the Contracting Officer's final decision.

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(3) The agency head, on a nondelegable basis, may determine that urgent or compelling circumstances do not permit awaiting the filing of suit in an appropriate court, or the rendering of a decision by a court of competent jurisdiction or Board of Contract Appeals. In that event, the agency head shall notify the Contractor of the urgent or compelling circumstances. Notwithstanding paragraph (h)(1) of this clause, the Contractor agrees that the agency may use, modify, reproduce, release, perform, display, or disclose computer software marked with

(i) government purpose legends for any purpose, and authorize others to do so; or

(ii) restricted or special license rights for government purposes only. The Government agrees not to release or disclose such software unless, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS), 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. The agency head's determination may be made at any time after the date of the Contracting Officer's final decision and shall not affect the Contractor's right to damages against the United States, or other relief provided by law, if its asserted restrictions are ultimately upheld.

(i) Final disposition of appeal or suit. If the Contractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is:

(1) Sustained—

(i) Any restrictive marking on such computer software shall be struck or corrected at the Contractor's expense or ignored; and

(ii) If the asserted restriction is found not to be substantially justified, the Contractor shall be liable to the Government for payment of the cost to the Government of reviewing the asserted restriction and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the restriction, unless special circumstances would make such payment unjust.

(2) Not sustained—

(i) The Government shall be bound by the asserted restriction; and

(ii) If the challenge by the Government is found not to have been made in good faith, the Government shall be liable to the Contractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor in defending the restriction.

(j) Flowdown. The Contractor shall insert this clause in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this contract. The clause may not be altered other than to identify the appropriate parties.

**252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)**

(a)(1) For contracts in which the Government will furnish the Contractor with technical data, the terms "covered Government support contractor," "limited rights," and "Government purpose rights" are defined in the clause at [252.227-7013](#), Rights in Technical Data–Noncommercial Items.

(2) For contracts in which the Government will furnish the Contractor with computer software or computer software documentation, the terms "covered Government support contractor," "government purpose rights," and "restricted rights" are defined in the clause at [252.227-7014](#), Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

(3) For Small Business Innovation Research program contracts, the terms "covered Government support contractor," "limited rights," "restricted rights," and "SBIR data rights" are defined in the clause at [252.227-7018](#), Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program.

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(b) Technical data or computer software provided to the Contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited rights, restricted rights, or SBIR data rights legends.

(i) The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends, computer software received with restricted rights legends, or SBIR technical data or computer software received with SBIR data rights legends (during the SBIR data protection period) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at [227.7103-7](#).

(3) GFI marked with specially negotiated license rights legends.

(i) The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at [227.7103-7](#). The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(ii) If the Contractor is a covered Government support contractor, the Contractor may also be subject to some or all of the additional terms and conditions at paragraph (b)(5) of this clause, to the extent such terms and conditions are required by the specially negotiated license.

(4) GFI technical data marked with commercial restrictive legends.

(i) The Contractor shall use, modify, reproduce, perform, or display technical data that is or pertains to a commercial item and is received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, use the technical data to manufacture additional quantities of the commercial items, or release or disclose such data to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause.

(5) Covered Government support contractors. If the Contractor is a covered Government support contractor receiving technical data or computer software marked with restrictive legends pursuant to paragraphs (b)(1)(ii), (b)(3)(ii), or (b)(4)(ii), the Contractor further agrees and acknowledges that—

(i) The technical data or computer software will be accessed and used for the sole purpose of furnishing independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of the program or effort to which such technical data or computer software relates, as stated in this contract, and shall not be used to compete for any Government or non-Government contract;

(ii) The Contractor will take all reasonable steps to protect the technical data or computer software against any unauthorized release or disclosure;

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(iii) The Contractor will ensure that the party whose name appears in the legend is notified of the access or use within thirty (30) days of the Contractor's access or use of such data or software;

(iv) The Contractor will enter into a non-disclosure agreement with the party whose name appears in the legend, if required to do so by that party, and that any such non-disclosure agreement will implement the restrictions on the Contractor's use of such data or software as set forth in this clause. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(v) That a breach of these obligations or restrictions may subject the Contractor to—

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

(B) Civil actions for damages and other appropriate remedies by the party whose name appears in the legend.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees—

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

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

#### **252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988)**

In addition to technical data or computer software specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any subcontract hereunder. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery. The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from him shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that subcontractor under this contract. The Government's rights to use said data or computer software shall be pursuant to the "Rights in Technical Data and Computer Software" clause of this contract.

#### **252.227-7030 Technical Data--Withholding of Payment (MAR 2000)**

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at [252.227-7013\(e\)\(2\)](#) or [252.227-7018\(e\)\(2\)](#) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

#### **252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013)**

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data—Noncommercial Items

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clause of this contract.

(b) Presumption regarding development exclusively at private expense.

(1) Commercial items. For commercially available off-the-shelf items (defined at 41 U.S.C. 104) in all cases, and for all other commercial items except as provided in paragraph (b) (2) of this clause, the Contracting Officer will presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Contracting Officer shall not challenge such assertions unless the Contracting Officer has information that demonstrates that the item, component, or process was not developed exclusively at private expense.

(2) Major systems. The presumption of development exclusively at private expense does not apply to major systems or subsystems or components thereof, except for commercially available off-the-shelf items (which are governed by paragraph (b)(1)) of this clause. When the Contracting Officer challenges an asserted restriction regarding technical data for a major system or a subsystem or component thereof on the basis that the item, component, or process was not developed exclusively at private expense, the Contracting Officer will sustain the challenge unless information provided by the Contractor or subcontractor demonstrates that the item, component, or process was developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except as provided in paragraph (b)(1) of this clause, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

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(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of 41 U.S.C. 7101, Contract Disputes, and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with paragraph (b) of this clause and the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the

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issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision.

Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes statute until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained—

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained—

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data—

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

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(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments, including subcontracts and other contractual instruments for commercial items, with its subcontractors or suppliers at any tier requiring the delivery of technical data.

**252.227-7039 Patents--Reporting of Subject Inventions (APR 1990)**

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

**252.246-7001 WARRANTY OF DATA—BASIC (MAR 2014)**

(a) Definition. "Technical data" has the same meaning as given in the clause in this contract entitled Rights in Technical Data and Computer Software.

(b) Warranty. Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) Remedies. The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

(1) Within a reasonable time after such notification, the Contracting Officer may—

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may, within a reasonable time of the refusal or failure—

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

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(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

#### **AWARD TERM CLAUSE**

In addition to the terms set forth elsewhere in the contract, and as provided in the QASP, the Contractor may earn an extension of one (1) to two (2) years on the basis of performance during the evaluation periods. The contractor is evaluated using QASP criteria during each year of contract performance. During the third year (Option 2), if performance is evaluated as Very Good for four of the seven major elements and not less than Satisfactory for the remaining three major elements, the contractor earns Year 4 (Award Term 3); if performance is evaluated as Very Good for four of the seven major elements and not less than Satisfactory for the remaining three major elements in Year 4, the contractor earns Year 5 (Award Term 4). One of the four major elements that the contractor must achieve a Very Good in shall be "Task Performance."

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond Option 2 of performance for Very Good performance.

(b) Monitoring of Performance. The contractor's performance will be continually monitored by the COR and Subject Matter Experts whose findings are reported by the COR to the PCO together with a recommendation regarding awarding of the Award Term period. The PCO makes the final decision on the award-term on the basis of the contractor's performance during the award-term evaluation period.

(c) Award-Term Plan. The evaluation criteria, the associated points, and the associated award term extensions or reductions are specified in the QASP.

(d) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(e) Self-Evaluation. The Contractor will submit a written self-evaluation of its performance for that period in accordance with the schedule in the QASP. It will be used in the COR's and PCO's evaluation of the Contractor's performance during this period.

(f) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the Contractor's performance, are made by the PCO. These decisions are final and are not subject to dispute.

(g) Award-Term Extension. The contract period may be modified to reflect the PCO's decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the SeaPort-e contracts, including exercised options. The award-term provision must be included in the solicitation and resulting Task Order. If at any time the contract period does not extend more than two years from the PCO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment J.1 - DD254

Attachment J.2 - Government Furnished Property

Attachment J.3 - COR Appointment Letter

Exhibit A - CDRL A001

Exhibit A - CDRL A002

Exhibit A - CDRL A003

Exhibit A - CDRL A004

Exhibit A - CDRL A005

Exhibit A - CDRL A006

Exhibit A - CDRL A007

Exhibit A - CDRL A008

Exhibit A - CDRL A009

Exhibit A - CDRL A010

Exhibit A - CDRL A011

Exhibit A - CDRL A012

Exhibit A - CDRL A013

Exhibit A - CDRL A014

Exhibit A - CDRL A015

### **DISTRIBUTION:**

AID 142807