

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. 42		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. See Section G		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 angela.headley@navy.mil 540-653-2974		CODE N00178		7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151		CODE S2404A SCD: C	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOWHEAD SCIENCE AND TECHNOLOGY LLC 4900 Seminary Road, Suite 1000 Alexandria VA 22311-1858				9A. AMENDMENT OF SOLICITATION NO.			
							9B. DATED (SEE ITEM 11)
				[X] 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5651-0005 10B. DATED (SEE ITEM 13)			
CAGE CODE 4N7W2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <input type="checkbox"/> <input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). <input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Unilateral - FAR 52.232-22 Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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)			
				Dana M Phillips, Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY /s/Dana M Phillips (Signature of Contracting Officer)			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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GENERAL INFORMATION

The purpose of this modification is to add incremental funding.

1. Priced SLINs have been added to Section B in order to accommodate incremental funding in this modification.
2. ACRNs, Lines of Accounting, Requisition Numbers and other financial informational associated with this modification appear at the end of Section G.
3. In Section H, the clauses FUNDING PROFILE and NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS are updated to reflect the funding changes in this modification. Invoice Instructions apply to this task order per Section G.

A conformed copy of this Task Order is attached to this modification.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from _____ by _____
to _____.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
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The total value of the order is hereby increased from _____ by _____ to _____

CLIN/SLIN	From (\$)	By (\$)	To (\$)
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The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7200AC		

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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
4000	AD92	BASE PERIOD - Information Management Support IAW Section C, PWS. (Fund Type - TBD)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
400001	AD92	INCREMENTAL FUNDING (WCF)					
400002	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-02 (WCF)					
400003	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-03 (WCF)					
400004	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-05. 10 U.S.C. 2410(a) authority invoked. (MDA)					
400005	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-07 (SCN)					
400006	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-01 (SCN)					
400007	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-10 (WCF)					
400008	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04 (RDDA)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
400009	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04 (WCF)					
400010	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04 (WCF)					
400011	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04 (WCF)					
400012	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-08 (RDT&E)					
400013	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-09 (WCF)					
400014	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-09 (RDT&E)					
400015	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-09. 10 U.S.C. 2410(a) authority invoked. (O&MN,R)					
400016	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-09. 10 U.S.C. 2410(a) authority invoked. (O&MN,R)					
400017	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-09. 10 U.S.C. 2410(a) authority invoked. (O&MN,R)					
400018	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-09. 10 U.S.C. 2410(a) authority invoked. (O&MN,R)					
400019	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-08. (WCF)					
400020	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-01. (WCF)					
400021	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-07. (SCN)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
400022	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-05. (WCF)					
400023	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04. 10 U.S.C. 2410(a) authority invoked. (OPN)					
400024	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04. 10 U.S.C. 2410(a) authority invoked. (OPN)					
400025	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04. (RDDA)					
400026	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04. (WCF)					
400027	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-05. (RDDA)					
400028	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04. (OPN)					
400029	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04. (OPN)					
400030	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-06. (WCF)					
400031	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-01. (WCF)					
400032	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-07. (SCN)					
400033	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-08. (WCF)					
400034	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-10. (WCF)					
400035	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04. (WCF)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
400036	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04. (WCF)					
400037	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04. (WCF)					
400038	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-08. (WCF)					
400039	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-01. (Fund Type - OTHER)					
400040	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-05. (Fund Type - OTHER)					
400041	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-04. (RDT&E)					
400042	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-05. (O&MN,N)					
400043	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-09. (WCF)					
400044	AD92	INCREMENTAL FUNDING (BASE PERIOD) TI-06. (WCF)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	AD92	ODCs for CLIN 4000 (Fund Type - TBD)			
600001	AD92	Incremental Funding (Base Period) TI-04 (WCF)			
600002	AD92	Incremental Funding (Base Period) TI-04. Incremental funding in support of TI-04. 10 U.S.C. 2410(a) authority invoked. (OPN)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	AD92	OPTION PERIOD 1 - Information Management Support					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		IAW Section C, PWS. CEILING HAS MOVED TO CLIN 7001 (Fund Type - TBD) Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001		OPTION PERIOD 1 - Information Management Support IAW Section C, PWS					
7001AA	AD92	OPTION PERIOD 1 - Information Management Support IAW Section C, PWS UNFUNDED CEILING (Fund Type - TBD)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AB	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-29. (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AC	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		TI-24. (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001AD	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001AE	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001AF	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-21 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7001AG	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-21 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001AH	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-21 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001AJ	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-22 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001AK	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-23 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Share Line					
7001AL	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-23 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AM	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-30 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AN	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-27 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AP	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-27 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7001AQ	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-27 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AR	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-27 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AS	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-25 (Fund Type - OTHER)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AT	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-28 (WCF)					
		Max Fee					
		Min Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AU	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AV	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (SCN)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AW	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (Fund Type - OTHER)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AX	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-25 (Fund Type - OTHER)					

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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					
7001AY	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-25 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001AZ	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-21 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BA	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-29 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BB	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		TI-24 (SCN)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BC	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD)					
		TI-24 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BD	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD)					
		TI-25 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BE	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD)					
		TI-28 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7001BF	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-27 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BG	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-27 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BH	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-27 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BJ	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-23 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Share Line					
7001BK	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-23 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001BL	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-22 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001BM	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (Fund Type - OTHER)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001BN	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (Fund Type - OTHER)					
		Max Fee					
		Min Fee					
		Government Overrun					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BP	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-29 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BQ	AD92	*10 U.S.C. 2410(a) authority invoked. INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-25 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BR	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BS	AD92	*10 U.S.C. 2410(a) authority invoked. INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (O&MN,N)					

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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					
7001BT	AD92	Incremental Funding (Option 1) T1-21 Information Technology Division (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BU	AD92	Incremental Funding (Option 1) TI-21 1042 IM Customer Service (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001BV	AD92	Incremental Funding (Option 1) TI- 22 1016 Workforce Development (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
Share Line							
7001BW	AD92	Incremental Funding (Option 1) TI-23 in support of 1041 IT Operations (WCF)					
Max Fee							
Min Fee							
Government Overrun Share Line							
Government Underrun Share Line							
7001BX	AD92	Incremental Funding (Option 1) TI-27 in support of 1041 RDTE Operations (WCF)					
Max Fee							
Min Fee							
Government Overrun Share Line							
Government Underrun Share Line							
7001BY	AD92	Incremental Funding (Option 1) TI-27 in support of 1042 IM customer Service (WCF)					
Max Fee							
Min Fee							
Government Overrun Share Line							
Government Underrun Share Line							
7001BZ	AD92	Incremental Funding (Option 1) TI-27 in support of 1043 IA (WCF)					
Max Fee							

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001CA	AD92	Incremental Funding (Option 1) TI-28 in support of 1042 IM Customer Service (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001CB	AD92	Incremental Funding (Option 1) TI-30 in Support of 1051 Security Programs and Policy (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001CC	AD92	Mod 22; Increment of funds; TI 24; Option Year 1 G Dept IT support (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7001CD	AD92	Mod 22; Increment of funds - TI 24; Option Year 1 NFCS and GWS support (OPN)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001CE	AD92	Mod 22; Increment of funds; TI-24; Option Year 1 NFCS and GWS support (OPN)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001CF	AD92	Mod 22; Increment of funds; TI-24; DDG 120 support (OPN)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001CG	AD92	Mod 22; Increment of funds; TI-21; DDG 120 support (OPN)					

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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					
7001CH	AD92	Mod 22; Increment of funds for labor; TI 24; DDG 120 support (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001CJ	AD92	TI-25 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001CK	AD92	TI-31 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001CL	AD92	TI-28 (WCF)					
		Max Fee					
		Min Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7001CM	AD92	TI-21 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001CN	AD92	TI-21 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001CP	AD92	TI-21 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001CQ	AD92	TI-21 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7001CR	AD92	TI-22 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001CS	AD92	TI-23 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001CT	AD92	TI-27 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001CU	AD92	TI-27 de-ob (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001CV	AD92	TI-30 (WCF)					
		Max Fee					
		Min Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7001CW	AD92	TI-32 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001CX	AD92	TI-24 (SCN)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
	AD92	TI-24 (SCN)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001CZ	AD92	TI-24 (SCN)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7001DA	AD92	TI-24 (SCN)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001DB	AD92	TI-24 (Fund Type - OTHER)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001DC	AD92	TI-25 (RDDA)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001DD	AD92	TI-24 (SCN)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001DE	AD92	SOW C.1.5, C.1.6, C.1.8, C.1.9 (O&MN,N)					
		Max Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001DF	AD92	TI-24 (SCN)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001DG	AD92	TI-29 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001DH	AD92	TI-24 (Fund Type - OTHER)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001DJ	AD92	TI-24 (Fund Type - OTHER)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7001DK	AD92	TI-24 (Fund Type - OTHER)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001DL	AD92	TI-24 (SCN)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001DM	AD92	TI-31 (Fund Type - OTHER)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001DN	AD92	TI-30 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7001DP	AD92	TI-31 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001DQ	AD92	TI-31 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001DR	AD92	TI-29 (SCN)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001DS	AD92	TI-25 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7001DT	AD92	TI-27 (RDT&E)					
		Max Fee					
		Min Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7100	AD92	OPTION PERIOD 2 - Information Management Support IAW Section C, PWS. (Fund Type - TBD) Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101		Holding CLIN					
7101AA	AD92	Holding CLIN (Fund Type - TBD)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AB	AD92	TI-41 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AC	AD92	TI-41 (WCF)					
		Max Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101AD	AD92	TI-41 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101AE	AD92	TI-42 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101AF	AD92	TI-43 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101AG	AD92	TI-44 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7101AH	AD92	TI-45 10 USC 2410 (a) authority invoked (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AJ	AD92	TI-47 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AK	AD92	TI-47 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AL	AD92	TI-47 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AM	AD92	TI-47 (WCF)					

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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					
7101AN	AD92	TI-48 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101AP	AD92	TI-49 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101AQ	AD92	TI-50 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101AR	AD92	TI-51 10 USC 2410 (a) authority is invoked (RDT&E)					
		Max Fee					
		Min Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AS	AD92	TI-51 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AT	AD92	TI-51 10 USC 2410 (a) authority is invoked (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AU	AD92	TI-52 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AV	AD92	TI-44 (OPN)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7101AW	AD92	TI-44 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AX	AD92	TI-44 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AY	AD92	TI-44 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101AZ	AD92	TI-44 (RDDA)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BA	AD92	TI-49 (WCF)					
		Max Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101BB	AD92	TI-49 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101BC	AD92	TI-51 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101BD	AD92	TI-51 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101BE	AD92	TI-52 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7101BF	AD92	TI-52 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BG	AD92	TI-52 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BH	AD92	TI-52 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BJ	AD92	TI-52 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BK	AD92	TI-52 (WCF)					
		Max Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101BL	AD92	TI-44 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101BM	AD92	TI-44 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101BN	AD92	TI-45 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101BP	AD92	TI-45 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7101BQ	AD92	TI-45 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BR	AD92	TI-48 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BS	AD92	TI-49 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BT	AD92	TI-44 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101BU	AD92	TI-48 (RDT&E)					
		Max Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101BV	AD92	TI-44 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101BW	AD92	TI-51 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101BX	AD92	TI-51 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101BZ	AD92	TI-47 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7101CA	AD92	TI-47 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CB	AD92	TI-47 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CC	AD92	TI-45 (O&MAFR)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CD	AD92	TI-49 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CE	AD92	TI-44 (OPN)					
		Max Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101CF	AD92	TI-49 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101CG	AD92	TI-42 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101CH	AD92	TI-43 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101CJ	AD92	TI-48 (RDT&E)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7101CK	AD92	TI-50 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CL	AD92	TI-51 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CM	AD92	TI-51 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CP	AD92	10 U.S.C 2410a authority is being invoked. TI-51 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7101CQ	AD92	TI-47 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101CR	AD92	TI-49 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101CS	AD92	TI-21 (WCF)					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					
7101CT	AD92	10 U.S.C 2410a authority is being invoked. This support shall include (1) Help Desk support, (2) Desktop support (Windows and Linux Support) (3) Network Server support (Windows and Linux Support), (4) Web Development, (5) NMCI NET MAC support, (6) Facilities support, and (7) RDT&E support. The					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		contractor shall also maintain and update emerging certification and accreditation requirements and C&A packages for H30. (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CU	AD92	TI-49 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7101CV	AD92	TI-43 (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7200		Option Period 3					
7200AA	AD92	Option 3 Holding SLIN (Fund Type - TBD)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
7200AB	AD92	TI-61 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7200AC	AD92	Mod 42; TI-61 (WCF)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	AD92	ODCs for CLIN 7000 CEILING HAS MOVED TO CLIN 9001 (Fund Type - TBD)			
		Option			
9001		ODCs for CLIN 7000			
9001AA	AD92	ODC in support of CLIN 7001 (Fund Type - TBD)			
9001AB	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (WCF)			
9001AC	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-21 (WCF)			
9001AD	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-21 (WCF)			
9001AE	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-27 (WCF)			
9001AF	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-28 (WCF)			
9001AG	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (SCN)			
9001AH	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (Fund Type - OTHER)			
9001AJ	AD92	INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (Fund Type - OTHER)			

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9001AK	AD92	*10 U.S.C. 2410(a) authority invoked. INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-24 (O&MN,N)				
9001AL	AD92	*10 U.S.C. 2410(a) authority invoked. INCREMENTAL FUNDING (OPTION 1 PERIOD) TI-25 (RDT&E)				
9001AM	AD92	TI-27 (WCF)				
9001AN	AD92	TI-27 (RDT&E)				
9001AP	AD92	TI-27 (RDT&E)				
9001AQ	AD92	TI-27 (RDT&E)				
9100	AD92	ODCs for CLIN 7100 (Fund Type - TBD)				
		Option				
9101						
9101AA	AD92	Holding SLIN (Fund Type - TBD)				
9101AB	AD92	TI-41 (WCF)				
9101AC	AD92	TI-47 (WCF)				
9101AD	AD92	TI-47 (WCF)				
9101AE	AD92	TI-47 (WCF)				
9101AF	AD92	TI-47 (WCF)				
9101AG	AD92	TI-48 (WCF)				
9101AH	AD92	TI-44 (WCF)				
9101AJ	AD92	TI-44 (RDDA)				
9101AK	AD92	TI-44 (RDT&E)				
9101AL	AD92	TI-45 (RDT&E)				
9101AM	AD92	TI-47 (RDT&E)				
9101AN	AD92	TI-47 (RDT&E)				
9101AP	AD92	TI-49 (RDT&E)				
9101AQ	AD92	TI-52 (RDT&E)				
9101AR	AD92	TI-44 (RDT&E)				
9101AS	AD92	TI-44 (RDT&E)				
9200						
9200AA	AD92	ODC in support of CLIN 7200				

NOTE 1: LABOR HOURS (LH)

At the time of award the number of labor hours listed above 0.0 LH in the Base Period and each Option Period will be changed to coincide with the Level of Effort provided in Section H, SEA 5252.216-9122 (Alt.1) Level of Effort clause and the number of hours reflected in the cost proposal of the successful offeror.

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NOTE 2: OPTION CLAUSE

The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I applies only to the Option CLINs.

NOTE 3: ODCs

Unburdened costs are specified in Section L. Any ODCs other than travel, if proposed, will be limited to those approved at time of award. There are materials purchase requirements anticipated for this acquisition.

CLAUSES INCORPORATED IN FULL TEXT:

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.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 4xxx & 7xxx series are cost plus incentive fee type.

Items in the 6xxx & 9xxx series are cost only, excluding fee.

B.3 ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to allow for additional SLINs as needed and 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 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.

B.5 INCENTIVE FEE

Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee and Target Fee percentages, if less than the solicitation stated thresholds, will be incorporated in FAR clause 52.216-10 INCENTIVE FEE in Section I.

(1) The *final* target cost, target fee amounts shall be based on the actual level of effort the contractor provides as explained in the following paragraphs.

CPIF LABOR ITEMS	LABOR HOURS	TARGET COST	TARGET FEE	TOTAL TARGET COST/FEE AMOUNT
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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:

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

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

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

(End of Text)

B.9 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 cost.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

C.1 SCOPE

The Naval Surface Warfare Center, Dahlgren Division (NSWCDD) has a requirement to provide Research, Development, Test and Evaluation (RDT&E) Network information management, technical and operational support services to include the following work areas: (C.2) Information Technology (IT); (C.3) Networking; (C.4) Information Assurance (IA) and Security; (C.5) Enterprise Architecture (EA); and (C.6) Telecommunications for NSWCDD. The work is under the cognizance of the Command/Operations Department(C/CX) and supports all other departments including G, K, Q, W and Z. 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. The sites shall include buildings, communication sheds, conduits, wire closets, data centers, RDT&E labs and other locations under the purview of NSWCDD command.

For purposes of this solicitation, the normal hours of work are from 0700 to 1730, Monday through Friday with a flextime concept of 40 hours per week. 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 this PWS.

This PWS defines all areas of IT, networking, IA and security, enterprise architecture and telecommunications tasks performed. The following sections of the C.1 SCOPE define the overarching services that the contractor will perform across the full spectrum of Information Management (IM).

C.1.1 SYSTEMS ENGINEERING, ANALYSIS AND DESIGN

The contractor shall provide systems engineering, analysis, and design for development and implementation of Department of Navy (DON) programs as well as other Government programs.

C.1.2 PROJECT MANAGEMENT

The contractor shall provide project management to include identification of performance requirements, estimation of project costs and development of project plans and implementation milestones throughout program life cycle, from concept development and formulation through initial system design, development, deployment and maintenance.

C.1.3 PROCESS IMPROVEMENT

The contractor shall identify and recommend development of new business processes for more effective and efficient information management services.

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C.1.4 TESTING

The contractor shall provide support for the RDT&E network hardware and software testing to improve system design and performance of information management technologies.

C.1.5 FACILITIES OPERATIONS AND LOGISTICS

The contractor shall perform the following tasks: ensure proper operation of designated facility support equipment; maintain inventories for equipment, parts, supplies, hardware items; track hardware problems and change control activities; document and track connectivity data; implement standard and emergency operating procedures; prepare designated facilities for special events such as demonstrations, in-process reviews; update applicable government database(s), and produce routine or ad hoc reports. The contractor shall deliver RDT&E network hardware materials to and within designated facilities at NSWCDD. To accomplish this, the contractor shall utilize a Government-owned vehicle for delivery/transport purposes.

C.1.6 COMPUTER AND NETWORK MAINTENANCE

The contractor shall provide RDT&E computer and network operation and maintenance, hardware installations, software installations, reconfigurations, diagnostic testing, systems analysis, troubleshooting and repair of the specified IT and networking resources. The contractor shall be required to develop diagnostic routines to test equipment functions not covered in the Original Equipment Manufacturer (OEM) diagnostics.

C.1.7 DATABASE MANAGEMENT

The contractor shall provide database management support to NSWCDD by utilizing commercially available database software packages (including: Oracle Relational Data Base Management System (RDBMS) and Microsoft Structured Query Language (SQL) Server and Microsoft Access) to create and maintain data base applications based on government determined requirements.

C.1.8 SYSTEM AND NETWORK ADMINISTRATION

The contractor shall provide system and network administration support to NSWCDD, to include design, installation, operations, maintenance, disaster recovery and administration of stand-alone workstation and server systems, networked workstation and server systems, local area networks (LANs), wireless networks, and wide area networks(WANs).

C.1.9 CONFIGURATION MANAGEMENT

The contractor shall provide Configuration Management (CM) support to NSWCDD to include, all the elements of IM resources with a sufficient level of detail and managing this information using a configuration management baseline; providing accurate information about the IM resources; implementing and maintaining Incident, Problem, Change and Release Management so that incidents can be managed effectively by finding the cause of the problem rapidly and making the changes necessary to solve it; keeping the configuration management baseline up-to-date at all

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times; and, periodically monitoring the configuration of the systems in the production environment and comparing it with that held in the configuration management baseline to correct any discrepancies.

C.1.10 TECHNICAL DOCUMENTATION

The contractor shall provide technical documentation by compiling, reviewing, and updating IM documentation.

C.1.10.1 Documentation effort includes standard operating procedures (SOPs) and operations plans; technical reports, technical notes, miscellaneous publications, and other necessary technical documentation prepared in accordance with the current version of the NSWCDD Publications Guide; quality assurance (QA), configuration management, and integrated logistic support (ILS) plans, procedures and other miscellaneous program documents; performance or product specifications; engineering drawings; correspondence; Planned Maintenance System (PMS) documentation; IA accreditation and security documentation;, and other program-related documentation.

C.1.10.2 The contractor shall make technical and editorial correction recommendations based on their review of Government documentation related to IM for technical and editorial correctness.

C.2 INFORMATION TECHNOLOGY

C.2.1 NSWCDD COMMAND INFORMATION OFFICER (CIO) AND DEPARTMENTAL INFORMATION OFFICER (DIO)

The contractor shall provide technical administrative support to the NSWCDD CIO and DIO's as follows:

C.2.1.1 The contractor shall collect, review, track, and submit IT waiver requests from the technical DIO's of NSWCDD and submit to the CIO for action.

C.2.1.2 The contractor shall prepare, edit, track and manage server requests in the Navy Information Dominance Approval System (NAV-IDAS) and submit them to the CIO for action.

C.2.1.3 The contractor shall prepare, edit, track, and manage documentation and presentations; develop and manage spreadsheets and databases of information (internal and external); and retrieve, track, and manage regular metrics for the CIO and DIO's.

C.2.1.4 The contractor shall develop and submit weekly and monthly metrics for NSWCDD Command to the CIO.

C.2.1.5 The contractor shall prepare meeting agendas and coordinate with attendees, interface with NSWC, NAVSEA, and Navy Enterprise Network (NEN) points of contacts (POCs) on processes, data calls, and deadlines for the NSWCDD CIO.

C.2.1.6 The contractor shall develop, refine, document, and publish efficient local processes in support of CIO administration.

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C.2.2 CORPORATE INFORMATION

The contractor shall provide lifecycle support of software, applications, and infrastructure/architecture to the NSWCCD Corporate Systems Group. This requires analysis, design, development, deployment and user support, and operations and maintenance of NSWCCD Corporate information systems, business applications, and supporting integrating capabilities. This shall include corporate products such as Corporate Incentive Pay Application, Warfare Center Enterprise Data Warehouse (EDW), Locator, business applications, and supporting integrating capabilities such as interfaces to standard systems and special analyses and studies related to Corporate business capabilities. (CDRL A003)

C.2.2.1 ANALYSIS AND DESIGN

C.2.2.1.1 The contractor shall provide analysis, design, development, and operations of NSWCCD corporate information systems, business applications, and integrating capabilities assigned to the Corporate Information Systems Group.

C.2.2.1.2 The contractor shall integrate capabilities such as interfaces to standard systems, data feeds from source systems (e.g. Enterprise Resource Planning (ERP), and special analyses and studies related to corporate business capabilities. (CDRL A003)

C.2.2.1.3 The contractor shall include requirements delineation and application designs in the form of logical data models, data interface specifications, on-line query and report specifications for corporate information systems, the Enterprise Data Warehouse, business applications, and technical architecture support, database load specifications, and data validation specifications. This includes writing and analyzing SQL, applying analytical skills in DoD Working Capital Fund (WCF) accounting and methods, and applying strategies for business intelligence and data warehousing.

C.2.2.1.4 The contractor shall perform analysis that results in recommendations for the future direction of technical tools, capabilities, methods and techniques required to provide total lifecycle support for corporate information systems and business applications.

C.2.2.2 DEVELOPMENT

C.2.2.2.1 The contractor shall develop technical documentations for corporate information systems and business applications. This technical documentation consist of physical database tables, on-line queries, canned reports, data extract and population routines, ad-hoc capabilities as specified by the Government, and modifying existing operating system software and system files or scripts.

C.2.2.2.2 The contractor shall enhance the technical architectures by developing and integrating new system components and software/hardware technologies into the corporate information systems' infrastructure.

C.2.2.3 DEPLOYMENT AND END USER

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The contractor shall provide deployment, end-user support and technical documentation for corporate information systems and business applications. The contractor shall perform verification and validation (V&V) activities related to all development, enhancements and modifications to corporate information systems and business applications.

C.2.2.4 OPERATIONS AND MAINTENANCE

The contractor shall perform operations and maintenance support for corporate information systems and business applications. Activities shall include routine update of database applications, upgrades to database and application software, upgrades and patches to technical architectures, mandated modifications, weekly updates and data file interfaces, and other required maintenance activities.

C.2.2.4.1 The contractor shall perform tasks as set forth in the SOPs for Corporate Systems. These tasks shall include, backup and recovery procedures for all systems, tracking system downtime and usage, and system status checks.

C.2.2.4.2 The contractor shall provide systems administration and technical support for NSWCCD Corporate Information Systems by installing, patching, and maintaining Sun Solaris, Microsoft Windows, Oracle and Internet Information Services (IIS).

C.2.2.4.3 The contractor shall provide Information Assurance and Information Assurance Officer (IAO) support to the Information Assurance Manager (IAM) by preparing and updating the Automated Information System (AIS) Accreditation packages for Corporate Information Systems.

C.2.2.4.4 The contractor may be required to work during non-prime hours in support of maintenance and operational system requirements.

C.2.3 NAVY ENTERPRISE NETWORK

The contractor shall provide technical support services including identifying requirements for NSWCCD server reach back, assisting with the deployment of NSWCCD servers, and post-deployment testing on Navy Enterprise Network.

C.2.3.1 SITE PLANNING

C.2.3.1.1 The contractor shall coordinate and maintain NSWCCD's NEN site documentation (e.g., Seat Deployment Schedule, classified NEN Seat Deployment, and technical refresh documentation).

C.2.3.1.2 The contractor shall perform scheduling of seat cutover, managing the status of deployed seats, tracking plant account information, and tracking equipment shipped via DD1149s, Requisition and Invoice or Shipping Document.

C.2.3.2 NEN DATA CALLS

The contractor shall develop and maintain spreadsheets, databases, and automated tools by

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which NSWCCD data calls and information consolidation are performed and completed for NEN. The contractor shall work with Departmental POCs to collect NEN information.

C.2.3.3 FOLDER AND SHARE DRIVE MANAGEMENT

The contractor shall perform NEN public folder management (e.g., permission and administrator roles, and implementation and management of share drives).

C.2.3.4 ANALYSIS AND COORDINATION

The contractor shall develop transition Plan of Action and Milestones (POA&Ms) from current NEN to future Navy Enterprise Networks solutions. This includes identification of new requirements, analyses of NEN solutions against Government requirements, review, and analysis of documentation, development of policies and procedures throughout the transition, and coordination of efforts between the Government and future service providers.

C.2.3.5 DATA MIGRATION FOR TECHNOLOGY REFRESH

The contractor shall work with NSWCCD NEN users to insure that all necessary data on a current NEN workstation is moved to the new Tech Refresh NEN workstation and the users' NEN Home directory.

C.2.3.5.1 The contractor shall develop procedures and perform data migration per request on NEN systems during NEN seat refresh.

C.2.3.5.2 The contractor shall assist users with NEN Scientific and Technical(S&T) seats' trouble calls.

C.2.3.6 MOVE, ADD, CHANGE (MAC) MANAGEMENT

The contractor shall develop and train technical departments' MAC POCs to ensure they have a sound understanding of the policies and procedures governing the processes involved with a MAC.

C.2.3.6.1 The contractor shall develop tools, to automate MAC processes when no other tools can be identified.

C.2.3.6.2 The contractor shall maintain a complete list of approved MACS submitted to NEN and follow up to ensure that the MACs were implemented.

C.2.3.6.3 The contractor shall keep track of the total number of free MACs used and recommend when additional MACs need to be acquired. The contractor will provide statistics based on the number and type of MACs processed to the Government.

C.2.3.7 DESKTOP/SERVER

C.2.3.7.1 The contractor shall provide super-user seat support to troubleshoot and assist NEN users with unresolved issues.

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C.2.3.7.2 The contractor shall use the Department of Navy Application and Database Management System (DADMS) to register and attain approval of DoN software used across the NEN and NSWCDD RDT&E Network IT systems and servers.

C.2.3.8 SEAT DEPLOYMENT, INVOICE RECONCILIATION, and NEN Electronic Tool(NET)

C.2.3.8.1 The contractor shall validate and reconcile NEN eMarketplace-generated invoices that have been received by the Government. For invoice charges that are accurate the contractor shall prepare internal technical department pre-invoice.

C.2.3.8.2 The contractor shall generate a monthly final internal technical department invoice to the NSWCDD Business Office.

C.2.3.8.3 The contractor shall maintain and update the NET database for NSWCDD assets.

C.2.3.8.4 The contractor shall enter orders in NET, submit these orders for approval; request additional funding for NET orders via the NSWCDD NEN COR; and initiate requests for delivery.

C.2.3.8.5 The contractor shall evaluate new NEN CLIN offerings and provide recommendations on these offerings to meet NSWCDD user requirements.

C.2.3.8.6 The contractor shall provide user assistance to NSWCDD NET POCs with NET orders, user profiles, and account creations.

C.2.3.8.7 The contractor shall develop and maintain SOPs for all NET processes.

C.2.4 TECHNICAL SOLUTIONS AND SERVICES FOR NSWCDD OPERATIONS

The contractor shall provide IM services to include configuration management, technical documentation for draft SOP development and baseline maintenance, and database development and maintenance for NSWCDD database application development and maintenance.

C.2.4.1 DATA BASE ADMINISTRATION(DBA)

The contractor shall, in coordination with the appropriate systems administrator, provide database tuning, monitoring, security, upgrades, and software installation as well as migrating existing databases to different hardware platforms and operating systems.

C.2.4.2 TECHNOLOGY REFRESH AND ENTERPRISE RESOURCE PLANNING

The contractor shall support ERP IT efforts to include developing alternative technology options, performing business case analyses (BCA) and making recommendations for enhancing the overall sharing of ERP information. The contractor shall conduct market research of emerging IT technologies and development processes and will provide recommendations to the Government for IT system enhancements.

C.2.4.3 TECHNICAL SERVICES

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The contractor shall develop and maintain technical services and solutions for NSWCCD RDT&E corporate networks. The scope of technical support includes; Active Directory Domain Services, Cryptographic Logon (CLO) support, Client and Server Patch Management and Remediation, BMC Blade Logic support, Anti-Virus Services, Server Virtualization including VMware, Network Area Storage (NAS) support including NetApp, Microsoft Exchange Support, Citrix/Application Hosting Support, Remote Access Services, and System Accreditation Support.

C.2.4.4 IP/ACCREDITATION (IPA) DATABASE

The contractor shall maintain records in the Information Systems Accreditation Database. Updates will include modifying field entries to reflect current information and granting access to new users.

C.2.4.5 CORPORATE IT SERVICES HELP DESK

The contractor shall maintain a manned Help Desk through which customers are provided with telephone user assistance coverage Monday through Friday, excluding Government holidays. The normal hours of operation are from 0700 to 1730. Per appointment, the contractor shall provide the functions of the CLO Trusted Agent (TA) for NSWCCD. The contractor shall provide customer support and technical assistance to corporate RDT&E network users, NEN users, via the advocacy role, with escalation of complex problems to the NEN help desk and other Government customers.

C.2.5 WEB PAGE DEVELOPMENT AND MAINTENANCE

The contractor shall provide Web page development for the Operations Department and other technical departments at NSWCCD, including Microsoft SharePoint support and development in the iNAVSEA web portal.

C.2.6 IT SUPPORT FOR COMMAND TRAINING FACILITIES

C.2.6.1 The contractor shall provide technical and implementation services for NSWCCD's workforce development programs that incorporate video teleconferencing (VTC), Defense Connect Online (DCO), Learning Management Systems (e.g., Elluminate), audio visual technology and other learning technology-based equipment.

C.2.6.2 The contractor shall communicate and interface with all NSWCCD academic partners (universities and colleges) pertaining to satellite, landline and Internet services used to deliver distance learning-based classes.

C.2.6.3 The contractor shall maintain classroom audiovisual/ learning technology based equipment and make recommendations to the Government on upgrades to stay consistent with learning technology standards.

C.2.6.4 The contractor shall have a 40 hour work week schedule with variable starting and ending times between 0730 and 2400 depending on classroom activities.

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C.2.6.5 The contractor shall provide support to the ERP Site Training Lead to coordinate ERP training facilities, schedule Train the Trainer (TTT) and End-User Training (EUT) events, and maintain and manage ERP classrooms including configuration of NEN equipment.

C.2.6.6 The contractor shall support NSWCD on-site training programs by scheduling, configuring classrooms, maintaining and operating audio/visual technology, and printing and distributing training materials to classrooms.

C.2.7 IT SUPPORT

C.2.7.1 OPERATIONAL INTEGRATION CENTER (OIC) SUPPORT FOR HOMELAND SECURITY (G Dept)

C.2.7.1.1 SCOPE

In accordance with Sections C.1.1, C.1.3, C.1.4, C.1.5, C.1.6, C.1.8, C.1.9 and C.1.10, the contractor shall provide IT and network support for Homeland Security.

C.2.7.1.2 TASK DESCRIPTION

C.2.7.1.2.1 The contractor shall provide systems administration, hardware maintenance and software services for OIC Collaboration Network (CN) servers, network equipment and client workstations.

C.2.7.1.2.2 The contractor shall maintain and upgrade OIC equipment including Voice-Over Internet Protocol (VoIP) phones, the Activu display systems at the OIC, satellite TV installations, audio-visual equipment such as conference room projectors, radar and other OIC sensors.

C.2.7.1.2.3 The contractor shall develop the technical OIC architecture as well as develop and deploy OIC software.

C.2.7.1.2.4 The contractor shall provide development services for networks, servers and clients at the NSWCD SIL, which mirrors the OIC as a test bed for new requirements.

C.2.7.1.2.5 The contractor shall provide support for development of new OIC applications based on emergent requirements including the development of a video distribution system.

C.2.7.1.2.6 The contractor shall develop draft OIC SOPs for review by the Government.

C.2.7.2 ENGAGEMENT SYSTEMS DEPARTMENT IT (G Dept)

C.2.7.2.1 SCOPE

In accordance with Sections C.1.1, C.1.3, C.1.4, C.1.5, C.1.6, C.1.8, C.1.9 and C.1.10, the contractor shall provide RDT&E Help Desk, Desktop, Network, Server, Web Development, NEN NET ordering and MACs, facilities management related to IT and networks for the Engagement Systems Department (G).

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C.2.7.2.2 TASK DESCRIPTION

C.2.7.2.2.1 The contractor shall provide a Help Desk and maintain a database of user requests, assistance and resolutions.

C.2.7.2.2.2 For RDT&E desktop computers, the contractor shall configure and upgrade computers with the following operating systems: Windows, Linux, UNIX, and MacOS.

C.2.7.2.2.3 The contractor shall configure and maintain all RDT&E printers.

C.2.7.2.2.4 The contractor shall perform classified and unclassified accreditations.

C.2.7.2.2.5 The contractor shall provide risk management and mitigation for classified spillages and incident handling, IP conflict resolution, media sanitation, and information assurance data calls.

C.2.7.2.2.6 The contractor may serve as IAOs within the department for system accreditations to create and maintain concept of operations (CONOPS), create and maintain documentation required for the DoD Information Assurance Certification and Accreditation Process (DIACAP), and maintain records of RDT&E IT equipment in the Corporate IPA database.

C.2.7.2.2.7 The contractor shall maintain video teleconferencing, IT-based resources and projection equipment located in G Department conference rooms.

C.2.7.2.2.8 The contractor shall provide server maintenance and upgrades for classified and unclassified RDT&E computers and associated equipment, system configuration, operating system updates, security patch updates, virus definition updates, backup and restore, maintenance of directory structures, maintenance of server documentation, performance monitoring and design, and market research for new hardware and software.

C.2.7.2.2.9 The contractor shall provide systems engineering, logistics and systems administration for the Modeling and Simulation (M&S) user community that utilize the High Performance Computing Modernization Program (HPCMP) to include: large production scientific computing platforms; Computer Aided Engineering (CAE), Computer Aided Design (CAD), Computer Aided Manufacturing (CAM); programming in Linux shell languages or PERL; serving in the role of the Service/Agency Approving Authority (S/AAA) for the HPCMP; and logistics for G Department computer suites.

C.2.7.2.2.10 The contractor shall provide network administration for SIPRNET, SDREN and unclassified stand-alone computer networks in G Department.

C.2.7.2.2.11 The contractor shall provide network systems engineering to design network solutions based on RDT&E tactical design specifications.

C.2.7.2.2.12 The contractors shall provide two (2) personnel to be Electronic Key Managerial System (EKMS), COMSEC Material System (CMS) Read-approved and serve as a Two-Person Integrity (TPI) team in areas related to G Department encryption device keying.

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C.2.7.2.2.13 Using Microsoft SQL database, SharePoint Designer and SharePoint Development, the contractor shall provide Web and database development related to range schedules, notices and closures, test readiness, repository for test plans, ammunition inventory, SOPs, range and RDT&E form automation, range utilization and confliction, and range resources.

C.2.7.2.2.14 The contractor shall set up user accounts and post files for systems such as Information Management for Range Operation Center (IMROC), DDWORKSPACE and Modeling & Simulation websites.

C.2.7.2.2.15 The contractor shall manage NEN assets within G department and will use NET, MACs, ordering spreadsheets, and provide training on the use of NEN tools and procedures.

C.2.7.2.2.16 The contractor shall implement G Department Facilities Management-related to IT and network requirements. The contractor shall be responsible for monitoring safety (non-explosive related) compliance and deficiencies, working with the Command's Safety Office, in the areas of Occupational Safety and Health (OSH) and Environmental Management in RDT&E Labs and Range.

C.2.7.2.2.17 The contractor shall assist the G Department Facilities Manager with facilities and infrastructure planning, Infrastructure Management Board planning and reporting, Facilities Tactical Group inspections and follow-through, Capital Improvement Program planning, and Basic Facilities Requirements (BFRs) as these BFRs address IT and network planning and build-out.

C.2.7.2.2.18 The contractor shall process telecommunications requests for land lines, cell phones and air cards.

C.2.7.3 ASYMMETRIC CAPABILITY DEVELOPMENT DIVISION (Z Dept)

C.2.7.3.1 CHEMICAL, BIOLOGICAL and RADIOLOGICAL (CBR) DEFENSE DIVISION IT SUPPORT (Z Dept)

C.2.7.3.1.1 SCOPE

In accordance with Sections C.1.6, C.1.7, C.1.8 and C.1.9, the contractor shall provide RDT&E Windows Domain and file storage implementation for NSWCCD's CBR Defense Division.

C.2.7.3.2 TASK DESCRIPTIONS

C.2.7.3.2.1 The contractor shall provide an Active Directory (AD) Organizational Unit (OU) to manage computer and user account assets in RDT&E labs.

C.2.7.3.2.2 The contractor shall provide CLO implementation.

C.2.7.3.2.3 The contractor shall provide patch updates, security updates and service packs for MS Windows products including Exchange, Office, SQL and Visual Studio using Windows Server Update Services (WSUS).

C.2.7.3.2.4 The contractor shall provide anti-virus signature updates and report detected viruses.

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C.2.7.3.2.5 The contractor shall provide Web Distributed Authoring and Versioning (WEBDAV) for NEN users to reach back through the B1 boundary to access RDT&E files stored on NSWCCD's NetApp File Access System (FAS).

C.2.7.3.2.6 The contractor shall establish a data backup schedule that will support recovery of data directly from the NetApp FAS.

C.2.7.4 MISSION ASSURANCE DIVISION (MAD) AND DOD CRITICAL INFRASTRUCTURE PROTECTION (DCIP) PROGRAM (Z Dept)

C.2.7.4.1 SCOPE

In accordance with Sections C.1.1, C.1.3, C.1.4, C.1.6, C.1.7, C.1.8, C.1.9 and C.1.10, the contractor shall support the MAD systems and information, which includes development, testing and production platforms on unclassified and classified networks. These systems will include servers, workstations, storage area networks (SANs), peripherals and networks.

C.2.7.4.2 TASK DESCRIPTION

C.2.7.4.2.1 For RDT&E servers, workstations and peripheral administration the contractor shall perform the following: install, certify, accredit, diagram, maintain, report status, backup, restore and upgrade.

C.2.7.4.2.2 The contractor shall receive and inventory RDT&E workstations and peripherals.

C.2.7.4.2.3 The contractor shall verify that workstations are built using a standard baseline ghost image provided by the Government.

C.2.7.4.2.4 The contractor shall staff a Help Desk for MAD trouble calls.

C.2.7.4.2.5 The contractor shall research and recommend new technologies that could be incorporated in the MAD IT systems environment.

C.2.7.5 IRREGULAR WARFARE OFFICE AND ASYMMETRIC CAPABILITY DEVELOPMENT DIVISION (Z Dept)

C.2.7.5.1 SCOPE

In accordance with Sections C.1.1, C.1.3, C.1.4, C.1.6, C.1.8, C.1.9 and C.1.10, the contractor shall provide Help Desk, Desktop, Network, Server and RDT&E Lab services for the Asymmetric Capability Development Division.

C.2.7.5.2 TASK DESCRIPTION

C.2.7.5.2.1 The contractor shall perform research and make architecture recommendations for hardware, software and design of Windows-based systems and domains for RDT&E Labs.

C.2.7.5.2.2 The contractor shall provide information, updates and documentation in the maintaining of RDT&E Lab certification and accreditation.

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C.2.7.5.2.3 The contractor shall perform routine maintenance on RDT&E Labs.

C.2.7.5.2.4 The contractor shall prepare DoD Information Technology Security And Certification Accreditation Process (DITSCAP)/DIACAP documentation for RDT&E classified and unclassified computers and equipment for the IAM.

C.2.7.5.2.5 The contractor shall staff the IT Service Help Desk to receive and resolve trouble calls.

C.2.7.5.2.6 The contractor shall complete data calls and attend meetings for the DIO and CIO.

C.3 NSWCDD RDT&E NETWORKING

The contractor shall perform NSWCDD RDT&E network infrastructure systems engineering to include physical and logical RDT&E Network services.

C.3.1 RDT&E NETWORK PHYSICAL DESIGN, ENGINEERING AND INSTALLATION

The contractor shall adhere to industry standard practices and disciplines in the execution of RDT&E Network DE&I Services.

C.3.1.1 PHYSICAL DESIGN

The contractor shall coordinate, document, oversee, and schedule physical cable plant designs, engineering efforts, and installations in accordance with the CR process. The Government will provide access to a vehicle capable of transporting personnel and material back and forth to the job site.

C.3.1.2 PHYSICAL INFRASTRUCTURE INSTALLATION

Using Government SOPs as a guideline, the contractor shall coordinate, document installations, and maintain detailed schedules for installations. These schedules shall include and depict inputs and requirements from the Government security lead and the Government Operations and Maintenance (O&M) lead.

C.3.1.3 DRAWING DEVELOPMENT AND MAINTENANCE

Using Government SOPs as a guideline, the contractor shall analyze and conduct site surveys to develop and maintain engineering drawing packages in accordance with RDT&E technical efforts (classified and unclassified connectivity) and Network Configuration Control Board (NCCB) direction utilizing the Government implemented versions of AutoCAD and VISIO. The contractor shall provide drawing development support for special projects. These drawings shall be provided monthly as a result of a closed CR or a new base-lining or rebase-line of the network infrastructure as part of the CR process. (CDRL A003)

C.3.1.3.1 The contractor shall update and deliver RDT&E Building Infrastructure Drawing packages that include: cable tray pathways, communication room layouts, network drop locations, logical connectivity depictions, rack layouts, details for each type of installed drop, drop label details, pathways between outside terminal enclosure to the corresponding

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communications room, and an associated explanatory legend. These drawings shall be provided monthly as a result of a closed CR or a new base-lining or rebase-line of the network infrastructure as part of the CR process. (CDRL A003)

C.3.1.3.2 The contractor shall maintain and deliver monthly the RDT&E Communications Diagram that details logical trunk connectivity among buildings and communications sheds.

C.3.1.3.3 The contractor shall maintain and deliver monthly the Functional Area Unclassified RDT&E Logical Diagram and the Functional Area Classified RDT&E Logical Diagram. These drawings detail logical connectivity by functional area.

C.3.1.3.4 The contractor shall develop, maintain, and deliver monthly Protected Distribution System (PDS) drawings which detail PDS runs among building and buildings/communication sheds. These drawings shall be delivered as a result of the CR process.

C.3.1.3.5 The contractor shall document and provide monthly the current configuration of the Pre-Deployment Integration Area (PDIA) test bed.

C.3.1.3.6 The contractor shall conduct monthly physical audits of the communications sheds that support RDT&E Networks. The contractor shall update the base-line drawings and, respectively, the Information Management Warehouse (IMW) database with verified audit information on a monthly basis. The contractor shall also install updated communications shed drawings in each individual shed as required by a change in configuration. The physical audit and IMW data update shall constitute monthly delivery of the Communications Shed Audit Report. (CDRL A003)

C.3.1.4 QUALITY ASSURANCE

Using Government SOPs as a guideline, the contractor shall develop and perform QA assessments relative to buildings and outside of buildings cable plant installations. Reviews shall validate adherence to industry best practices. Documentation generated as a result of the QA process will be maintained in the appropriate CR folder.

C.3.2 LOGICAL DE&I

To implement each new logical design or expansion to existing RDT&E network designs the contractor shall support, coordinate, document and schedule RDT&E Network Logical DE&I.

C.3.2.1 The contractor shall make recommendations related to evaluation of technological tradeoffs, forecast future workloads and resource demands, consider potential constraints, and optimize the design, topology, and operation of the recommended unclassified and classified networks for the RDT&E Network.

C.3.2.2 The contractor shall document and maintain operational SOP related to the Government assets installed as part of a logical design.

C.3.2.3 For the PDIA, the contractor shall recommend improvements to the RDT&E Network and provide supporting documentation for all recommendations to the Government.

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C.3.2.4 The contractor shall perform unique, short-term, requirements analysis in support of RDT&E Network design, architecture, and DE&I modeling and simulation.

C.3.3 RDT&E NETWORK OPERATIONS AND MAINTENANCE (O&M)

Using Government SOPs as a guideline, the contractor shall be responsible for providing O&M support for all corporate-supported classified and unclassified network infrastructures.

C.3.3.1 O&M ENGINEERING

The contractor shall perform O&M engineering services for the RDT&E Network during the core hours of 0700 to 1730 Mondays through Fridays. The contractor shall make recommendations to the Government and prepare appropriate electronic end-user notification for performing work outside of normal working hours (e.g., work that requires network downtime or emergency actions).

C.3.3.1.1 The contractor shall, on a daily basis, monitor the RDT&E Network to identify, investigate, and resolve system and security problems. The daily network status information shall be summarized monthly.

C.3.3.1.2 The contractor shall develop, modify, and support a RDT&E Network analysis and tuning process.

C.3.3.1.3 The contractor shall develop draft SOPs for Government review related to RDT&E Network performance and troubleshooting RDT&E Network problems.

C.3.3.2 SYSTEM BUILD, CONFIGURATION, AND ADMINISTRATION.

The contractor shall provide System Build, Configuration, and System Administration for all unclassified and classified RDT&E Network infrastructure systems.

C.3.3.3 FIREWALL SUPPORT

The contractor shall build, monitor, and maintain the unclassified and classified firewalls, to include the perimeter firewall, associated with the RDT&E Network. The contractor shall document all firewall processes and hardware and software configurations with draft SOPs for Government review.

C.3.3.3.1 The contractor shall, implement O&M procedures to support unclassified and classified firewalls that include audits of the Government's firewall rule sets.

C.3.3.3.2 The contractor shall provide firewall technical information to RDT&E Network design activities for development and integration efforts, as well as transitioning new firewalls into the RDT&E environment.

C.3.3.4 RDT&E NETWORK IT SECURITY

The contractor shall provide IT security support to NSWCCD. The contractor shall assure all Information Systems (IS), Government desktops, and corporate network components,

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unclassified and classified, adhere to and are certified in accordance with the latest versions of NAVSWCINST 5239.1 and DOD Inst 5200.40. The contractor shall provide technical assistance to the Government in assuring compliance with all policies, guidance, and recommendations stipulated and promulgated by the NSWCDD IAM.

C.3.3.4.1 The contractor shall implement security procedures to include: security testing and monitoring of Government IT assets; identifying security levels and the type of data being handled; reviewing audit trails to ensure compliance with security directives and procedures.

C.3.3.4.2 The contractor shall review classified and unclassified logs in association with the IAO to define actions to ensure measurements meet NSWCDD security requirements.

C.3.3.4.3 The contractor shall ensure that users complete appropriate System Assurance Access Request (SAAR) forms.

C.3.3.4.4 The contractor shall perform testing and risk assessment of the Government RDT&E Network and desktop systems and provide results and reports to the Government's NSO or IAO.

C.3.3.4.5 The contractor shall prepare and update drafts for the following documents: a Disaster Recovery Plan & Safety Manual, Emergency Action Plan (EAP), DIACAP (and its successor) Certification and Accreditation (C&A) documentation, C&A validation reports, and draft Security related SOPs.

C.3.3.4.6 The contractor shall identify to the Government requirements for user security, system accreditation, and network connectivity.

C.3.3.4.7 The contractor shall recommend and implement Government approved countermeasures to protect network components.

C.3.3.4.8 The contractor shall make network security policy recommendations to the IAO and Network Security Officer (NSO) and communicate approved policies to department IAOs across NSWCDD.

C.3.3.4.9 The contractor shall recommend and develop draft IA and system security procedures and practices, in accordance with the NSWCDD Information Assurance and Compliance Office standards, and administer approved procedures and practices.

C.3.3.4.10 The contractor shall identify security vulnerabilities and recommend corrective security measures for network access points.

C.3.3.4.11 The contractor shall participate in the Engineering Working Group and NCCB activities.

C.3.3.4.12 The contractor shall prepare and update certification and accreditation documentation associated with development and implementation of new Government information systems on the unclassified and classified networks.

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C.3.3.4.13 The contractor shall perform the encryption equipment function used for classified links. This shall include normal operational maintenance and keying of encryption devices. To perform the encryption function, the contractor is required to satisfy COMSEC Management System (CMS) Read (rename use new).

C.3.3.4.14 The contractor shall perform daily physical inspections, 365 days per year, at random times each day, of the entire NSWCCD PDSs. The Government shall provide a vehicle for physical inspections. The contractor will document the inspection on the PDS daily report.

C.3.3.4.15 The contractor shall develop PDS Approval Request packages for new PDSs and update PDS Daily Inspection Procedures.

C.3.4 IT AND NETWORKING LOGISTICS MANAGEMENT

C.3.4.1 The contractor shall track IT and network hardware inventories, and maintain records, for infrastructure work performed via a CR.

C.3.4.2 The contractor shall coordinate the return of equipment for repair or replacement under warranty and coordinate the repairs for the RDT&E Network hardware no longer under warranty. The contractor shall notify the Government at least 180 days in advance of the expiration of any hardware maintenance contract.

C.3.4.3 The contractor shall document material order schedules to indicate the applicable CR, materials ordered, and deadline for material delivery.

C.3.5 CHANGE REQUEST MANAGEMENT

Using the BMC Remedy Help Desk software and Information Management Warehouse (IMW) database the contractor shall perform BMC Remedy administration and update tasks with Government approval to create new user accounts, delete user accounts, and modify user interface schemas. The contractor shall be required to perform BMC Remedy tasks to include opening/closing, tracking, reporting and monitoring BMC Remedy CR.

C.4 INFORMATION ASSURANCE AND SECURITY

C.4.1 Command Information Assurance Manager

C.4.1.1 The contractor shall prepare and develop certification and accreditation documentation that complies with applicable DoD, Navy and NAVSEA IA requirements and guidance.

C.4.1.2 For the Information Systems Security function the contractor shall monitor NSWCCD information systems activity that is occurring on a continuing basis, perform first order security analysis of data, interpret and report the results to the NSWCCD IAM.

C.4.1.3 The contractor shall operate, maintain, and make upgrades to the Network Intrusion-Detection Systems.

C.4.1.4 The contractor shall perform the Local Registration Authority (LRA) function for the issuance and use of public and private certificates.

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C.4.1.5 The contractor shall maintain acknowledgement and compliance records for the NSWCDI IAM in systems such as the Navy Online Compliance Reporting System (OCRS) database.

C.4.1.6 The contractor shall conduct host and network-based vulnerability assessments on NSWCDI RDT&E computers and networks.

C.4.1.7 The contractor shall conduct forensic analysis on NSWCDI RDT&E computers, peripherals, and network entities.

C.4.1.8 The contractor shall monitor and validate adherence to NSWCDI IAM acceptable-use policies.

C.4.1.9 The contractor shall develop training materials for NSWCDI Information Assurance initiatives.

C.4.1.10 The contractor shall review, validate, and maintain accreditation records for NSWCDI RDT&E IT and network systems for the NSWCDI IAM.

C.4.1.11 The contractor shall develop and report Information Assurance metrics to the NSWCDI IAM.

C.4.2 SPECIAL SECURITY OFFICE (SSO)

C.4.2.1 The contractor shall review Joint Worldwide Intelligence Communications System (JWICS) activity and audit trails to ensure compliance with DOD and DON security directives, procedures, and to identify probes and penetration attempts.

C.4.2.2 In conjunction with NSWCDI managers and the Command Incident Handling Team the contractor shall perform investigations involving suspected inappropriate use of NSWCDI IT systems.

C.4.2.3 The contractor shall perform research, development, testing, evaluation and implementation of Special Compartmentalized Information (SCI) security policies. The contractor shall monitor, build, repair, configure, patch, deploy, and troubleshoot NSWCDI SCI server and client systems.

C.4.2.4 The contractor shall perform, and report to the SSO, physical security requirement assessments of spaces where JWICS terminals will reside.

C.4.2.5 The contractor shall review, edit and format NSWCDI Security Office publications for security guidelines and policy.

C.4.2.6 The contractor shall verify, and report to the NSWCDI SSO, compliance with NSWCDI Special Security Office policies, guidance, and recommendations.

C.4.2.7 The contractor shall process and disseminate clearance information to new hires and assemble, review, and submit personnel security investigations to appropriate agencies.

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C.4.2.8 The contracting Facility Security Officer (FSO) shall initiate applicable investigations within the Electronic Questionnaires for Investigations Processing (E-QIP) system. Applicable investigations will include a Single-Scope Background Investigation (SSBI) or a Phased Periodic Reinvestigation (PPR) in order for contractor to obtain/maintain a Top Secret Clearance level. The FSO will then contact the Contracting Officer's Representative (COR) to request Sensitive Compartmented Information (SCI) accesses (SI/TK/GG/HCS) for the contractor. The COR will then send a SCI Nomination Memo to the Special Security Office (SSO) for processing. The SSO will take ownership of the contractor within JPAS and submit a Request to Research and Upgrade (RRU) to DODCAF to request the SCI eligibility. Once SCI eligibility is received, the SSO will contact the contractor to schedule an indoctrination briefing.

C.4.2.9 The contractor shall review and validate accuracy of need-to-know certification requests for contractor visits to government agencies and other contractor facilities under the cognizance of NSWCDL classified contracts.

C.4.2.10 The contractor shall process outgoing visit requests and documentation for hand-carrying of classified material.

C.4.2.11 The contractor shall operate and maintain Secret Inventory Control Points and verify with Secondary and Tertiary control points that on-site libraries with classified documents maintain proper accountability, safeguarding and control of classified materials in the Librarian's custody.

C.4.2.12 The contract shall perform SCIF functions including:

C.4.2.12.1 Establish, operate, and maintain Classified Inventory Control and on-site SCI libraries for the SSO.

C.4.2.12.2 Schedule and perform quarterly alarm tests of SCIFs under SSO cognizance.

C.4.2.12.3 Conduct inspections and searches in accordance with NSWCDLINST 5530.4B (or update) SECURITY ADMINISTRATIVE INSPECTION (AI) PROGRAM FOR SENSITIVE COMPARTMENTS INFORMATION FACILITIES (SCIFs) AND SPECIAL ACCESS PROGRAM FACILITIES (SAPFs).

C.4.2.13 Maintain the Non-Disclosure Statement database located within Joint Personnel Adjudication System (JPAS).

C.4.2.14 Generate Non-Disclosure Agreements for NSWCDL employees with Top Secret/SCI clearance.

C.5 ENTERPRISE ARCHITECTURE (EA)

The contractor shall apply the Department of Defense Architecture Framework (DoDAF), and related techniques, using IBM System Architect tools to provide a centralized enterprise repository to manage RDT&E business and systems documentation.

C.5.1 The contractor shall create an "As-Is" baseline description of the RDT&E Labs and

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infrastructure by applying the DoDAF standard.

C.5.2 The contractor shall provide input to Government-developed technology roadmaps for each NSWCDD RDT&E Lab.

C.5.3 The contractor shall develop a “To-Be” future description of the NSWCDD RDT&E Labs by applying the DoDAF standard.

C.5.4 The contractor shall import and manage all EA content on the RDT&E Sharepoint portal.

C.5.5 The contractor shall apply Technology Integration and Assessment Capability (TIAC) standards to identify Technology Readiness Levels (TRLs) and Integration Readiness Levels (IRLs) in order to calculate Systems Readiness Levels (SRLs) across the NSWCDD RDT&E Lab architecture.

C.5.6 The contractor shall apply ESRI’s ArcGIS geographic information system (GIS) database to map and use as a repository for the NSWCDD Infrastructure Architecture.

C.6 TELECOMMUNICATIONS SUPPORT

In coordination with the Government’s Activity Telecommunications Control Office (ATCO) and Departmental Technical Representatives (DTRs) the contractor will track, issue and manage NSWCDD’s wireless devices and telecommunications services.

C.6.1 The contractor shall develop cell phone, air card, land line, and ATCO-related reports and documents.

C.6.2 The contractor shall track requests for service and equipment for cell phones, air cards, and land lines.

C.6.3 The contractor shall liaise with the wireless service provider help desk for ATCO services and devices.

C.6.4 The contractor shall develop draft procedures and proposed techniques for use by the ATCO for the provision of communication services and tracking of issued devices.

C.6.5 The contractor shall conduct telecommunications surveys and analyze the communication systems services to ensure they meet the needs of NSWCDD customers.

C.6.6 The contractor shall manage ATCO device inventory and advise the ATCO when orders are required.

C.6.7 The contractor shall distribute ATCO-approved accessories and peripherals.

C.6.8 The contractor shall identify and report potential discrepancies of ATCO departmental billing for vendor-provided services.

C.7 OTHER DIRECT COST (ODC)

ODCs are based on a per annum Not-To-Exceed (NTE) amount. The Contracting Officer’s

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Representative (COR) should be notified and authorize any material or travel expenses prior to the purchase of ODCs.

C.7.1 Travel - All travel under this effort must be requested of, or 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.

C.7.2 Materials and Equipment - During the performance of this task order it may be necessary for the contractor to procure materials to respond to the mission requirements listed in the Performance Work Statement. This task order is issued from a service contract and the procurement of materials of any kind that are not directly related to and necessary for performance may be determined to be unallowable costs pursuant to FAR Part 31. The term “material” includes supplies, parts, equipment, hardware, and Information Technology (IT) resources including hardware, services, and software. Any material provided by the contractor is subject to the requirements of the FAR, DFARS, and the applicable Department of Navy regulations and instructions. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

C.7.2.1 Costs Expressly Not Allowed for Direct Charge - The costs of general purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the contract. General purpose business expenses include but are not limited to the costs for items such as telephones (including cell phones) and telephone charges, copy machines, word processing equipment, personal computers, and other office equipment and supplies.

C.7.2.2 List of Materials Approved for Purchase - The materials listed in section 7.2.2.1 shall be the only ones approved for purchase under this task order. If the contractor operates a DCMA-approved purchasing system, individual item purchases over \$25,000 shall not be executed until the COR reviews and approves the requested purchase. If the contractor does not operate an approved purchasing system, individual item purchases over \$10,000 shall not be executed until the COR reviews the requested purchase and approval is obtained from the Contract Specialist. No purchases of any amount shall be executed by a subcontractor if they do not have a DCAA approved accounting system.

C.7.2.2.1 Materials List - The materials and equipment contained in the following list are authorized for purchase once the Contractor has complied with approval requirements as stated in section C.7.3 below.

None.

Materials not fitting the descriptions listed in this section may not be purchased unless mutually agreed to by both the Government (Contract Specialist and COR) and contractor and subsequently added to the task order by PCO modification.

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C.7.2.2.2 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 (PCs), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services.

C.7.3 Procedure for Obtaining Approval - To obtain COR and/or Contract Specialist approval, the contractor shall:

a) Submit a written request for purchase of materials to the COR through e-mail. The COR shall review the request. If it is in accordance with 7.2 above and needs to be added to the contract via PCO modification, the COR shall submit the request via the Contract Specialist.

b) Minimum requirements for making additions to 7.2.2.1 above:

- 1) Complete description of the material to be purchased
- 2) Quantity
- 3) Unit Cost and Total Cost
- 4) Estimated Delivery/Freight charges
- 5) Any associated service charges such as assembly, configuration, packing, etc.
- 6) An explanation of the need for the material
- 7) List the competitive quotes received from potential suppliers
- 8) The basis for the selection of the selected supplier
- 9) Explanation of the determination of price reasonableness regarding the selected supplier costs
- 10) If the procurement is sole sourced to a particular supplier or manufacturer, include the rationale for limiting the procurement to that supplier or manufacturer.
- 11) The contractor may seek the assistance of the Contract Specialist for guidance on item 10.

c) Once the COR and Contract Specialist have reviewed the request, the contractor will received notice from the Contract Specialist either by declining the purchase or authorizing it by formal modification. Issues or details shall be discussed with the Contract Specialist acting on behalf of the CO.

d) The contractor is required to possess and maintain an adequate Property Management System.

C.7.4 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.7.5 SKILLS AND TRAINING - The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, certifications, and training required by Federal, State, and Local laws and regulations. In addition, per the requirements set forth in DoD

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8570.1M, as a condition of privileged access to any information system, PERSONNEL PERFORMING IA FUNCTIONS must satisfy both preparatory and sustaining DoD IA training and certification requirements as outlined in Chapters 2-5 of the directive. Additionally, personnel with Privileged Access must complete a “Privileged Access Agreement”. All costs for DoD 8570.1M certification shall be borne by the Contractor for new employees on this contract. 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 the responsibility of the Contractor. The Contractor shall provide training opportunities to maintain Contractor capabilities / skills to coincide with changing technology environments. Training on non-commercial and department-specific tools and procedures will be provided by the Government. 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 the purposes of this clause. The Contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel, and labor costs.

C.8 TRAVEL

It is anticipated that the contractor will be required to travel during the course of this contract. The contractor may be required to travel during the course of this contract. When travel is required, the contractor shall provide a trip report within 10 days after completion of the trip. (CDRL A001) Travel will be provided only when it is essential to the performance of the tasks. Reimbursement for travel performed shall be in accordance with established Joint Travel Regulation rates. The COR shall be notified and authorize all travel performed in support of this contract prior to the commencement of the travel. The contractor shall, for all travel performed, submit evidence such as receipts with invoices substantiating actual costs incurred for authorized travel.

C.9 SECURITY REQUIREMENTS

The Department of Defense Contract Security Classification Specification (DD Form 254) (Attachments J.1) provides the security classification requirements for this order. The contractor shall obtain facility and personnel security clearances at the level required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254. All personnel performing on-site must maintain the appropriate level security clearance. Some positions will require IT-Level 1 designation. Those positions will need a Single Scope Background Investigation (SSBI) and the contractor is responsible for initiating that investigation for those positions that qualify as IT-Level 1. A security clearance is required in order to access Government computer systems. Access to and the preparation of classified material may be required in the execution of tasking associated with this contract. Access to and including Top Secret/SCI (SI/TK/GG/HCS) in accordance with the attached DD254 will be required. SCI must be obtained and maintained once sponsored by NSWCDD.

C.9.1 Facility Clearance: The contractor shall possess and maintain a Top Secret Facility

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Clearance as verified within the Industrial Security Facilities Database.

C.9.2 Physical Security: No safeguarding of classified material is authorized at the contractor facility. Safeguarding will only be required at the actual performance site listed in Block 13 on the DD-254. Actual performance site's security regulations and guidance will apply.

C.9.3 COMSEC is required at the government site to support the change keying material for the cryptographic equipment.

Restricted Data, Critical Nuclear Weapon Design Information (CNWDI), and Formally Restricted Data are required.

C.9.4 Non-SCI is required to support intelligence data outside the SCI arena in support the varied RDT&E networks.

C.9.5 NATO is required for SIPRNet account to access the data maintained on access and administer the cRDT&E network.

C.9.6 Portable Electronic Devices (PEDs)

(a) 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. PED's include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. 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, iPad, digital picture frames, electronic book readers, kindle, nook, cameras, external hard dish drives, and floppy diskettes.

(b) PED's belonging to an external organization shall not be connected to NSWCDD networks or infrastructure without prior approval from the NSWCDD Information Assurance and Compliance Branch. This approval will be granted using the TARIS form and action tracker process.

(c) Personally owned hardware or software shall not be connected or introduced to any NSWCDD hardware, network or information system infrastructure.

C.9.7 ELECTRONIC SPILLAGES

(a) 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 the Government and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be

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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.

(b) NSWCCD Command 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. Command Security will identify the contractor facility and contract number associated with all electronic spillages during the investigation that involve contractor support. Command Security will notify the Contracts Division with the contractor facility name and contract number, incident specifics and associated costs for cleanup. 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.9.8 SENSITIVE COMPARTMENT INFORMATION FACILITY (SCIF) SUPPORT
SCIF Support includes research and analysis support, Systems Architecture/Design support, server support, information assurance support, execution of technical projects support, and security support at a higher security level. SCIF Support requires a TS/SCI (SI/TK/GG/HCS) level clearance. Appropriate procedures must be followed for handling information at all security levels up through Top Secret/SCI; including unclassified, Privacy Act Information, For Official Use Only (FOUO), Confidential, Secret, Top Secret, NATO, Sensitive Compartmented Information (SCI). All "Need-to-Know" determinations will be made by Government personnel and provided to the contractor. The purpose of SCIF support is:

(a) To provide research and analysis support needed in development of Chemical Biological solutions.

(b) To provide support of projects or programs in the Asymmetric Capability Development Division and Irregular Warfare Office. These services will include Systems Architecture and Design support and Information Assurance support.

(c) To provide support with the execution of technical projects related to the DoD Critical Infrastructure Protection (DCIP) program.

(d) To ensure areas are properly sanitized prior to escorting anyone into the SCIF.

(e) To maintain eyes-on visual contact of non-SCI visitors 100% of the time when escort visitors in the SCIF.

(f) To provide support for the SSO

C.10 PLACE OF PERFORMANCE

The contractor will perform work at the Governments site, NSWCCD, as required with the exception of the Program Manager. For work performed at the Governments site, the government will provide all office equipment, to include computer, phone and printer access.

C.11 Reserved

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C.12 CONTRACTOR MANAGEMENT AND SUPERVISION

C.12.1 Supervision & Direction of On-Site Employees. The contractor shall provide sufficient on-site supervision to assure all personnel work instructions and schedules originate with the contractor rather than with the Government technical office. This supervision shall assure that the contractor's personnel are not assigned work instructions and schedules outside this statement of work. Any perceived conflicts with the statement of works shall be directed to the Contracting Officer and Contracting Officer's Representative (COR).

C.12.2 Contracting Officer's Monthly Report. The contractor shall submit a monthly Contracting Officer's Monthly report. (CDRL A002) The report shall reflect both prime and subcontractor data, if applicable.

C.13 MANDATORY REQUIREMENTS

Requirement 1 – Facility Location - The contractor's primary facility providing support to this Task Order must be located within two-hours of NSWCDD.

Requirement 2 – Facility Clearance - The contractor is required to have a Facility Clearance of Top Secret.

Requirement 3 – Personnel Security Clearances – All individuals performing support under this Task Order are required to have, as a minimum, a Secret security clearance. Interim clearances are acceptable. Four persons shall have Top Secret/SCI (SI/TK/GG/HCS). SCI must be obtained and maintained once sponsored by NSWCDD.

Requirement 4 – Contractor shall have an appropriate DoD Directive 8570 certification for each given position as described in Section H Key and Non-Key Qualifications.

Requirement 5 - The Contractor shall have an approved accounting system.

C.14 RESOURCES

The contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary and/or incidental to the performance of all work areas in the Performance Work Statement (PWS).

C.15 GOVERNMENT FURNISHED INFORMATION

The Government will provide access to information and documentation required for contract performance. All information and documentation shall be retained at the Government work site.

C.16 ELECTRONIC SPILLAGES

(a) 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

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it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of the Government 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.

(b) NSWCDD Command 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. Command Security will identify the contractor facility and contract number associated with all electronic spillages during the investigation that involve contractor support. Command Security will notify the Contracts Division with the contractor facility name and contract number, incident specifics and associated costs for cleanup. 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.17 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE

In accordance with U.S. Navy policy, any personnel, including the contractor, who utilizes DOD-owned system's 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.18 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.

C.19 NON-DISCLOSURE AGREEMENTS (NDAs)

(a) 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

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are associated with the task requiring such an agreement.

(b) 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.20 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.21 CONTRACTOR IDENTIFICATION

C.21.1 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.

C.21.2 All contractor personnel shall identify their company affiliation when answering or making telephone calls and sending email and when attending meetings where Government personnel or representatives from another contractor personnel are present.

C.22 CONTROL OF CONTRACTOR PERSONNEL

The contractor shall comply with the requirements of NAVSEA and NSWCCD instructions regarding performance in Government facilities. All persons engaged in work while on

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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.23 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 but not limited to 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 but not limited to “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.24 USE OF INFORMATION SYSTEM (IS) RESOURCES

(a) Contractor Provision of IS Resources Except in special circumstances explicitly detailed

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elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to computers, software, networks, certificates, and network addresses.

(b) Contractor Use of NSWCD D IS Resources

(1) In the event that the contractor is required to have access to NSWCD D 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.

(2) If this contract requires that the contractor be granted access and use of NSWCD D IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the Information Assurance Office.

(c) Connections Between NSWCD D and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the contractor and ISs owned or operated by NSWCD D, such interconnection shall take place only after approval from the Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCD D firewall.

C.25 SUBCONTRACTORS/CONSULTANTS

In addition to information required by FAR 52.244-2 Alternate 1 (JUN 2007), the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

- (1) Clearly present the business case for the addition of the subcontractor/consultant,
- (2) Compliance with Clause 52.219-14, Limitations on Subcontracting, and
- (3) Impact on providing support at the contracted value

C.26 Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site. Under this Task Order, Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the both the Contracting Officer and the

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COR with an inventory and Material Safety Data Sheet (MSDS) for these materials.

C.27 Dd1-C41 TERMINATION OF EMPLOYEES WITH NSWCDL BASE ACCESS

(a) The Contractor shall ensure that all employees who have a NSWCDL 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 NSWCDL Physical Security of all changes in their personnel requiring NSWCDL base access.

(b) For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCDL Physical Security in advance of the date, time, and location where the NSWCDL representative may physically remove the employee's vehicle sticker and retrieve the NSWCDL 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 NSWCDL Physical Security of the separation and make arrangements between the former employee and NSWCDL Physical Security for the return of the badge and removal of the sticker.

C.28 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.

C.29 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 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 venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or

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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.

C.30 HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

C.31 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 order 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 order, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

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(c) It is recognized that the effort to be performed by the Contractor under this order may create a potential organizational conflict of interest on the instant order 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 order 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 order. 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 order. This prohibition shall expire after a period of three years after completion of performance of this order.

(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 order and for a period of three years after completion of performance of this order, 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 order. This exclusion does not apply to any recompetition for those systems, components, or services furnished pursuant to this order. 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 order, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order 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 organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order 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 order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order 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 order 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 order; 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 order.

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

C.32 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

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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 should submit update requests to the Procuring 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.

C.33 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.

C.34 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>.

C.35 PLAN OF ACTION AND MILESTONES (POA&M) AND STAFFING PLAN

C.35.1 As directed by the COR, the contractor may develop a Plan Of Action and Milestones (POA&M) and Staffing Plan Document for each work area and shall submit the POA&Ms for review within twenty one (21) calendar days after Contract Award, Exercise of Option and/or Modifications to the contract which affect the Level of Effort or Dollar Ceilings.

C.35.2 The contractor shall prepare an Element POA&M/Staffing Plan Document, for each element/work area, for delivery.

C.35.3 The following information shall appear, at a minimum, on each Element level POA&M/Staffing Plan:

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- a. Element Name
- b. Date POA&M/Staffing Plan Submitted
- c. Element/Work Area
- d. Contract Number
- e. Performance Period
- f. Contractor Interfaces
- g. Task/Element Manager
- h. Government Interface, COR
- i. Work Summary/Description
- j. Schedule of Events Proposed/Planned to Accomplish Task

C.35.4 Estimated Level of Effort (LOE) Requirement. This section shall include the LOE estimated to perform the work. Schedules/Plans for obtaining additional individuals shall be included, if applicable.

C.35.5 Total Element Cost. Estimated cost shall include all cost (management, support, travel, labor, relocations, a ll fees, etc.) for that element.

C.35.6 Each POA&M shall be signed by the contractor (to include signature by Contractor's Element-Level Manager) and shall have a signature block for sign off and approval by the Government.

C.36 RESERVED

C.37 HQ-C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (JAN 2008)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NSWCDD Solicitation No. N00024-13-R-3191.

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

C.38. In Process Review (IPR)

C.38.1 The contractor shall conduct an annual IPR with the NSWC Contracts representative, COR and other NSWCDD personnel as designated by the COR. This review shall be documented in a report, which shall include the following:

- 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 proposed and actual amounts. Significant variances shall be explained.
- b. Travel performed, including identification of element, number of days, purpose of travel, dates

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of travel, destination, names of travelers, and summary of results of trip. (CDRL A001)

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SECTION D PACKAGING AND MARKING

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) COR:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(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

Inspection and Acceptance shall be performed at NSWCDD, Dahlgren, VA by the Contracting Officer Representative (COR) designated herein.

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

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 or a duly authorized representative.

E.3.3 SCOPE

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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 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 Contract (TO) 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, but are not limited to, 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

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- 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

E.3.3.5 A preliminary CPARS evaluation/rating will be accomplished as noted in paragraph

E.3.6 below. 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 under the Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

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)

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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 on the's behalf. 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 An 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 SCHEDULE

The initial QASP evaluation will be finalized no later than the end of month eight (8) of the Base Period. In order to accomplish this, the following schedule applies:

E.3.5.1 Contractor Self-Assessment (written) due to the Contracting Officer and the COR no later than the end of month seven (7) of the period of performance based on at least six (6) months of support. 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 eight (8) of the period of performance.

E.3.5.3 Week four (4) of month eight (8) of the period of performance: The Contracting Officer will hold a meeting with the COR and the Contractor for the purpose of reviewing inputs and determining the overall assessment level for the period.

E.3.5.4 QASP evaluations for subsequent option periods shall follow the same schedule described in this section as described above.

E.3.6 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

E.3.6.1 Table 1 provides the overall performance ratings. Table 2 provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.

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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 conducted in accordance with the above paragraph, 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 six (6) major elements that are evaluated (Technical Performance, Staffing, Customer Satisfaction, Management Performance, Cost Management and Efficiency, and Subcontracting) for the performance period being evaluated (See Table 2).

E.3.7 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:

- Random monitoring
- 100% Inspection
- Periodic Inspection
- 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 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 QUALITY ASSURANCE DOCUMENTATION

E.3.8.1 The Performance Management Feedback Loop The performance management feedback loop

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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 3.6 as input to Option Exercise determinations. Formal CPARS evaluations shall be conducted on an annual basis.

Table 1 – Overall Performance Ratings

Overall Performance Rating	Standard
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 – Option Incentive Objectives

Assessment Period	Acceptable Performance Definition	How Measured	Incentives
Base Period	All measurement areas are rated at least "Satisfactory."	After the first seven months of performance QASP methodology: annually using the CPARS system covering the previous 12 months.	(+) Meets acceptable performance definition as a condition for exercise of Option 1. (-) Does not meet acceptable performance definition as a condition for exercise of Option 1.
Option 1	All measurement areas are rated at least "Satisfactory."	After seventh month of performance of preceding period	(+) Meets acceptable performance definition as a condition for exercise of Option 2.

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		using QASP methodology: annually using the CPARS system covering the previous 12 months.	(-) Does not meet acceptable performance definition as a condition for exercise of Option 2.
Option 2	All element areas rated at least “Very Good”	After seventh month of performance of preceding period using QASP methodology: annually using the CPARS system covering the previous 12 months.	(+) Meets acceptable performance definition as a condition for granting award term 1. (-) Does not meet acceptable performance definition as a condition for granting award term 1.

Table 3 – Technical Performance Evaluation Criteria and Standards

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
I. Task Performance					
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.	Deliverables are occasionally not well researched and contain some technical	Data Deliverables received are well researched, complete and technically accurate. No more than one (2)	Data Deliverables received are well researched, complete and technically accurate. Other	Data Deliverables received are always well researched, complete and technically

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ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
	Rework is frequently required.	inaccuracies. Rework is occasionally required	revisions are typically needed to accept the item. Other deliverables meet all Contract requirements.	deliverables meet all Contract requirements.	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 submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications.	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. Personnel work products fully consistent with resume qualifications	Contractor provides 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. Personnel work products fully consistent with resume qualifications.
III. Customer Satisfaction	Fails to meet customer	Contractor occasionally	Meets customer expectations.	Routinely meets or occasionally	Exceeds customer

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ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
	expectations	fails to meet customer expectations.		exceeds customer expectations.	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 communications.	Contractor takes proactive approach such that communications are almost always clear, effective and timely.
V. Cost Management & Efficiency					
Cost Mgmt &	Contractor regularly experiences	Contractor may experience occasional cost	Contractor routinely completes the	Contractor routinely completes the	Contractor often completes the effort at lower

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ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
Reporting	<p>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>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. SB subcontractor invoices are not expedited.</p>	<p>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>effort within the originally agreed-to estimated cost and experiences occasional cost underruns. 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>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. SB subcontractor invoices are expedited.</p>
Other Direct Costs (ODCs)	<p>ODCs are not accurately or timely reported or invoiced. Errors are not quickly</p>	<p>ODCs are occasionally not reported or invoiced in timely manner. Errors not</p>	<p>ODCs are accurately and timely reported and invoiced. Any errors noted are quickly corrected.</p>	<p>ODCs are accurately and timely reported and invoiced. Errors are rare and quickly corrected.</p>	<p>ODCs are accurately and timely reported and invoiced.</p> <p>Contractor complies with contract</p>

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ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
	corrected. Does not comply with contract requirements for ODC authorizations. Burdened unit costs higher than proposed.	consistently corrected in a timely manner. Occasionally does not not comply with authorization requirements in contract. Burdened unit costs are rarely higher than proposed.	Contractor complies with contract requirements for ODC authorization 100% of time. Burdened unit costs are no higher than proposed.	Contractor complies with contract requirements for ODC authorization 100% of time. Burdened unit costs are occasionally lower than proposed.	requirements for ODC authorization 100% of time. Burdened unit costs are often lower than proposed.
VI. Subcontracting					
FAR 52.219-14 Compliance	Contractor at less than 50% compliance; Plan Forward for achieving compliance does not appear realistic or achievable.	Contractor at less than 90% compliant.. Plan Forward for achieving compliance contains some unmitigated risks.	Contractor at least 90% compliance for preceding contract period. Plan Forward for achieving compliance is realistic and achievable.	Contractor in full compliance for preceding contract period.	Contractor exceeds 60% of the cost of contract performance for his own personnel for preceding contract period.

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

HQ E-2-0014 QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)

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Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

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SECTION F DELIVERABLES OR PERFORMANCE

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

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CLIN - DELIVERIES OR PERFORMANCE

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

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

F.1 Services to be performed hereunder will be provided at the Naval Surface Warfare Center, Dahlgren Division, Dahlgren, VA 22448.

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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

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 may receive 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 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 (d) (1) *Line item specific: single funding*. If there is only one source of funding for the contract line item (i.e., one ACRN), insert the following:

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

The following payment instructions apply to this task order:

(a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs and CLINs noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.

(b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRN) and Contract Line Item Numbers (CLIN) numbers shown on each individual invoice, including attached data.

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

Procuring Contracting Officer (PCO):

(a) Name: Dana M. Phillips Code: Code 0252

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Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-8871
E-mail: Dana.Phillips@navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this 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.

Contract Specialist:

(a) Name: Bill Turner Code: 024
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-4504
E-mail: bill.j.turner@navy.mil

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

Administrative Contracting Officer (ACO):

(a) Name: Lisa McIntyre
Code: S2404A-DCMA MANASSAS
Address: 10500 BATTLEVIEW PARKWAY SUITE 200
Phone: 703-530-3202
E-mail: Lisa.McIntyre@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):

(a) Name: Eileen Ordonez
Code:: CXA30
Address: 17632 Dahlgren Road, Bldg 183
Dahlgren, Virginia 22448-5100
Phone: 540-653-6557

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E-mail: eileen.ordonez@navy.mil

(b) The COR is the PCO's appointed 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.

G.5 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

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

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

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

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

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

(1) Have a designated electronic business point of contact in the 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.)

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

_____N00178_____

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S2404A
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	HAA47B
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. eileen.ordonez@navy.mil

(g) WAWF point of contact.

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

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

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

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 this section, Consent to Subcontract authority is retained by the Procuring Contracting Officer. The following subcontractors are approved on this Task Order:

Subcontractors:

G.8 Ddl-G12 POST AWARD MEETINGS

(a) A Post Award Meeting with the successful offeror will be conducted within fifteen (15) working days after award of the contract. The meeting will be held at (to be identified at Task Order award)

(b) The contractor will be given at least five working days notice prior to the date of the meeting by the Contracting Officer.

(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.

(d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance. The contractor will be given at least five working days

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notice prior to the date of the meeting by the Contract Specialist.

G.9 8(a) TASK ORDER/TASK ORDER MODIFICATION DISTRIBUTION

In accordance with the Memorandum of Agreement (MOA) between the Department of Navy and the Small Business Administration (SBA), the successful Offeror shall provide their cognizant SBA district office with a copy of the executed Task Order and all subsequent modifications to the Task Order within five (5) workdays of receipt.

G.10 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.

Accounting Data

SLINID	PR Number	Amount
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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the PWS, the Government desires personnel with the appropriate experience and professional development qualifications. The applicable labor categories and associated qualifications are listed in Sections H.2 and H.3.

(a) Experience – The desired experience for each Labor Category must be directly related to the tasks and programs listed in the PWS. General experience in engineering (electrical, mechanical, civil, industrial, computer science, mathematics, physical science, modeling and simulation), or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the PWS is a plus and will be favorably considered.

(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 - Categories of experience may be accumulated concurrently.

(d) Two groups of Personnel will support this order - Key Personnel and Non-Key Personnel.

(1) Key Personnel are the Personnel whose resumes were submitted with the offeror's proposal for evaluation purposes. Key Personnel qualification levels are listed in H.2 below and are considered to be desired for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of Key Personnel will be evaluated in accordance with clause H.4 5252.237-9106 Substitution of Personnel below.

(2) Non-Key Personnel are the personnel proposed to provide support in positions that are not identified as Key under H.3 below.

H.2 KEY PERSONNEL LABOR CATEGORY DESIRED QUALIFICATIONS

To perform the requirements of the PWS, the Government desires Personnel with the following minimum qualifications.

(1) Program Manager

General Experience: Ten years of project management experience, with at least five years involving Federal government programs. Proven ability to lead and direct challenging projects and execute assignments independently within the scope of the contract. The Program Manager shall have demonstrated experience providing administrative oversight, corporate management and ability to provide overall technical, schedule, and cost direction.

(2) Senior Data Analyst

General Experience: Six years related experience with subject matter expertise in the areas of analysis, design, and development related to data warehousing and integration capabilities. This experience shall include requirements developing definition and application designs in the form of logical data models, data interface specifications, on-line query and report specifications, structured query language (SQL), database performance loading specifications, and data validation specifications. Experience shall also include data warehouse development and design, data knowledge acquisition, legacy conversion specifications and design of data structures/load specs, and knowledge of Working Capital Fund and ERP, financial and human resources systems methods and strategies for data warehousing.

(3) Senior Systems Engineer (Network)

General Experience: Six years of related design and implementation experience in local area network (LAN)/ wide

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area network (WAN) corporate environments using Cisco, Juniper, TCP/IP and VoIP technologies with routers, switches, fiber optics, firewalls and cable plant design. Three years of experience shall be in DoD programs. As per DoD Directive 8570, this position shall require IAT Level 2 or higher.

(4) Senior Systems Programmer (Oracle)

General Experience: Six years of related experience with Oracle as a Data Base Administrator (DBA). Experience shall include relational database management systems (DBMS) design, schema design, database hardware and software design, query languages, and performance tuning of database systems. As per DoD Directive 8570, this position shall require IAT Level 2 or higher.

(5) Senior Systems Programmer (Web)

General Experience: Six years of related experience in using various programming languages to develop websites and network systems, maintaining databases, developing new user interfaces and designing and debugging websites. Experience shall also include demonstrated knowledge of certain programming languages such as HTML, JavaScript, CSS and C++.

(6) Senior Systems Administrator (Unix)

General Experience: Six years of Unix technical experience in system administration of networks and software systems. Experience should include system backup/ recovery, basic software management, security management and library management, installation and configuration of hardware, operation systems and COTS software, operating computer systems in different operating environments, sizing, performance, tuning, hardware/software /network trouble shooting and resource allocation. Must be familiar with different network protocols including TCP/IP. Should have experience with major network security tools such as: firewalls, knowledge of computing and networking vulnerabilities, attack methods and latest detection methods. As per DoD Directive 8570, this position shall require IAT Level 2 or higher.

(7) Senior Systems Analyst

General Experience: Six years of related experience in working in industry and DoD determining business and technical requirements as well as improving organizational processes. A minimum of three years experience in enterprise architecture, the Department of Defense Architecture Framework (DoDAF), and enterprise architecture tools such as IBM's System Architect.

(8) Senior Customer Technical Support Specialist (Help Desk)

General Experience: Six years of related experience in industry, Federal or DoD Help Desk Support using a help desk tool such as BMC's Remedy.

(9) Senior Physical Infrastructure Specialist

General Experience: Six years experience in installing and maintaining network switches, routers, fiber optic, coaxial and twisted-pair cable plants, and associated software. This experience shall include work with various network protocols, test equipment and diagnostics. **This category requires BICSII ITS (Information Technology Systems) Installer Level 2 (Copper and Fiber) certification.**

(10) Senior Infrastructure Design Engineer

General Experience: Six years of related experience in network areas such as landlines, cell phones, voice, video and data networks and wireless communications. Experience shall also include work with Visio and AutoCAD as well as more complex network engineering tasks and systems studies including planning, design, development, and modifications of existing of planned voice and data communications network systems and subsystems. **This position requires BICSII, Registered Communications Distribution Designer (RCDD) certification.**

(11) Senior Systems Security Engineer

General Experience: Six years related IT security experience. Three years of specific experience with the DoD or Navy. This experience shall include: vulnerability analysis, risk analysis, scanning for viruses and other software

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that is detrimental, accreditation of systems and audits. As per DoD Directive 8570, this position shall require IAT Level 2 or higher.

(12) Senior Facility Operations Specialist

General Experience: Six years of experience in the area of facilities operation and maintenance.

H.3 NON-KEY LABOR CATEGORY MINIMUM QUALIFICATIONS

The contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided below.

(1) Customer Technical Support Specialist (Help Desk)

Minimum/General Experience: A minimum of two years of related experience in industry, Federal or DoD Help Desk Support using a help desk tool such as BMC's Remedy.

(2) Customer Technical Support Specialist (NEN)

Minimum/General Experience: A minimum of two years related customer service experience. Functional Responsibility: Experience shall include telephone technical and on-site support to employees regarding technical aspects of NEN assigned products. Experience shall include interpersonal communications skills.

(3) Customer Technical Support Specialist (RDT&E)

Minimum/General Experience: A minimum of two years related customer service experience with RDT&E workstations. Experience shall include telephone and on-site technical support to employees regarding technical aspects of assigned RDT&E products. Knowledge of RDT&E hardware and/or software products required. Experience shall include interpersonal communications skills. As per DoD Directive 8570, this position shall require IAT Level 2 or higher.

(4) DADMS (Department of the Navy Applications and Database Management System) Analyst

Minimum/General Experience: A minimum of two years of related experience with DADMS, NAV-IDAS (Navy Information Dominance Approval System), and the ITPR (Information Technology Purchasing Request Process). Experience shall include working with FAMs (Functional Area Managers), researching the status of software applications in DADMS, managing site software portfolios, inputting new applications into DADMS and working with site SMEs (Subject Matter Experts) to understand software requirements.

(5) Data Management Specialist

Minimum/General Experience: A minimum of one year experience in development and maintaining documentation and/or data management systems and/or specialized area of expertise for the tasking. Must have experience with Microsoft Word, PowerPoint, and Excel.

(6) Facility Operations Specialist

Minimum/General Experience: A minimum of two years of experience in the area of facility technical operation and maintenance.

(7) Graphics Art Specialist

Minimum/General Experience: A minimum of two year of progressive related experience in graphics arts, analyzing user needs to determine functional and cross-functional requirements. Must have experience with one or more of the following software applications: Adobe Illustrator, Adobe Photoshop, Adobe Acrobat, CorelDraw or Macromedia.

(8) Logistics Specialist

Minimum/General Experience: A minimum of one year of related experience in logistics, inventory tracking, and product research.

(9) NEN Analyst

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Minimum/General Experience: A minimum of four years of related experience in the NEN program related to ordering, seat refresh, day-to-day troubleshooting of AMCI administrative issues.

(10) NEN Specialist

Minimum/General Experience: A minimum of three years customer service experience in NEN workstations and departmental computing. Experience shall include technical support to employees regarding technical aspects of NEN products. Knowledge of hardware and/or software products required. Must have interpersonal communications skills and be able to communicate technical issues effectively.

(11) Physical Infrastructure Specialist

Minimum/General Experience: A minimum of two years of related experience in electrical wiring, generator power, fiber optic installation, local area network (LAN) test equipment (e.g., OTDR), and testing of networks/electrical systems. **This position requires BICSII ITS (Information Technology Systems) Installed level 1 certification.**

(12) Program Analyst

Minimum/General Experience: A minimum of four years of related experience, with at least two years of experience in one or more of the following: IT programs, telecommunications, acquisition, analysis, planning, integrated logistics support or program cost analysis.

(13) Senior Customer Technical Support Specialist (RDT&E)

Minimum/General Experience: A minimum of two years related customer service experience with RDT&E workstations. Experience shall include telephone and on-site technical support to employees regarding technical aspects of assigned RDT&E products. Knowledge of RDT&E hardware and/or software products required. Experience shall include interpersonal communications skills. As per DoD Directive 8570, this position shall require IAT Level 2 or higher.

(14) Senior Data Analyst

Minimum/General Experience: A minimum of six years related experience with subject matter expertise in the areas of analysis, design, and development related to data warehousing and integration capabilities. This experience shall include requirements developing definition and application designs in the form of logical data models, data interface specifications, on-line query and report specifications, structured query language (SQL), database performance loading specifications, and data validation specifications. Experience shall also include data warehouse development and design, data knowledge acquisition, legacy conversion specifications and design of data structures/load specs, and knowledge of Working Capital Fund and ERP, financial and human resources systems methods and strategies for data warehousing.

(15) Senior Information Management Specialist

Minimum/General Experience: A minimum of six years of experience in a broad-base ADP services environment of which at least three must be DoD related.

(16) Senior NEN Analyst

Minimum/General Experience: A minimum of six years related experience with the NEN program including NEN invoicing with NAVSEA, Network Enterprise Tool (NET), CLIN offerings and NEN ordering.

(17) Senior Program Analyst

Minimum/General Experience: A minimum of six years of experience, with at least three years of experience in one or more of the following: IT and network acquisition, analysis, planning, integrated logistics support, enterprise architecture or program cost analysis.

(18) Senior Systems Administrator (Unix)

Minimum/General Experience: A minimum of six years of Unix technical experience in system administration of

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networks and software systems. Experience should include system backup/recovery, basic software management, security management and library management, installation and configuration of hardware, operation systems and COTS software, operating computer systems in different operating environments, sizing, performance, tuning, hardware/software/network trouble shooting and resource allocation. Must be familiar with different network protocols including TCP/IP. Should have experience with major network security tools such as: firewalls, knowledge of computing and networking vulnerabilities, attach methods and latest detection methods. As per DoD Directive 8570, this position shall require IAT Level 2 or higher.

(19) Senior Systems Administrator (Windows)

Minimum/General Experience: A minimum of six years of Windows technical experience in system administration of networks and software systems. Experience should include system backup/recovery, basic software management, security management and library management, installation and configuration of hardware, operation systems and COTS software, operating computer systems in different operating environments, sizing, performance, tuning, hardware/software/network trouble shooting and resource allocation. Should have experience with different network protocols including TCP/IP. Maintaining proficiency on major network security tools such as: firewalls, knowledge of computing and networking vulnerabilities, attach methods and latest detection methods. In addition, performs system specification and market research procurement tasks. As per DoD Directive 8570, this position shall require IAT Level 2 or higher.

(20) Systems Administrator (Unix)

Minimum/General Experience: A minimum of three years hands-on technical Unix technical experience including system backup/recovery, basic software management, security management, library management, operating computer systems, sizing, performance, tuning, installation and configuration of hardware/software/network troubleshooting, and resource allocation. In addition, should have a working knowledge Maintains on major network tools such as: firewalls, knowledge of computing and networking vulnerabilities, attach methods and latest detection methods. As per DoD Directive 8570, this position shall require IAT Level 2 or higher.

(21) Systems Administrator (Windows)

Minimum/General Experience: A minimum of three years hands-on Windows technical experience including system backup/recovery, basic software management, security management, library management, operating computer systems, sizing, performance, tuning, installation and configuration of hardware/software/network troubleshooting, and resource allocation. In addition, should have a working knowledge on major network tools such as: firewalls, knowledge of computing and networking vulnerabilities, attach methods and latest detection methods. As per DoD Directive 8570, this position shall require IAT Level 2 or higher

(22) Systems Engineer (Network)

Minimum/General Experience: A minimum of three years of related design and implementation experience in local area network (LAN)/ wide area network (WAN) corporate environments using Cisco, Juniper , TCP/IP and VoIP technologies with routers, switches, fiber optics, firewalls and cable plant design. Three years of experience shall be in DoD programs. As per DoD Directive 8570, this position shall require IAT Level 2 or higher.

(23) Systems Engineer (Windows)

Minimum/General Experience: A minimum of three years related operating systems design and implementation experience in networked corporate environments using Microsoft Windows Server, Microsoft Exchange, Active Directory, VMWare, storage systems (e.g. NetApp, EMC), and TCP/IP. Three years of experience shall be in DoD programs. As per DoD Directive 8570, this position shall require IAT Level 2 or higher.

(24) Systems Programmer (Oracle)

Minimum/General Experience: A minimum of four years of related experience with Oracle as a Data Base Administrator (DBA). Experience shall include relational database management systems (RDBMS) design, schema design, database hardware and software design, query languages, and performance tuning of database

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systems. As per DoD Directive 8570, this position shall require IAT Level 2 or higher.

(25) Systems Programmer (Web)

Minimum/General Experience: A minimum of four years of related experience in using various programming languages to develop websites and network systems, maintaining databases, developing new user interfaces and designing and debugging websites. Experience shall also include extensive knowledge of certain programming languages such as HTML, JavaScript, CSS and C++.

(26) Senior Data Management Specialist

Minimum/General Experience: A minimum of four years of experience in developing and maintaining documentation and/or data management systems, with at least two years involving DoD programs. Must have experience with Microsoft Word, Excel and Sharepoint.

(27) Systems Security Engineer

Minimum/General Experience: A minimum or four years of related experience in cyber-security and security auditing of IT and network systems. As per DoD Directive 8570, this position shall require IAT Level 2 or higher.

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; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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 RESUME FORMAT AND CONTENT REQUIREMENTS

In order to facilitate evaluation, all resumes shall contain the following minimum information :

H.6.1 Complete Name

H.6.2 Task Order Labor Category

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H.6.3 Contractor Labor Category

H.6.4 Percentage of time to be allocated to this effort

H.6.5 Current level of security clearance level per JPAS (identify if interim or final)

H.6.6 Current work location and planned work location upon award of this Task Order

H.6.7 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.

H.6.8 Chronological Work History / Experience – Show experience and date(s) as follows:

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

(b) 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.2. Specific examples of work assignments, accomplishments, and products shall be provided.

(c) 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.

(d) Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information.

(e) 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.

(f) 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.

(g) Gaps in experience shall be avoided.

(h) The cut-off date for any experience claimed shall be the closing date of the solicitation.

(i) PROFESSIONAL DEVELOPMENT – Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that are directly relevant and impact the offeror's ability 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 certifications. Note the date obtained for each, as well as the date when each license/certification requires renewal.

(j) 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 NSWCD Solicitation N00024-13-R-3191 by (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

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provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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

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

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

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

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

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

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

H.12 SAVINGS INITIATIVES

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

(a) Annual Labor Escalation: %

(b) Maximum Pass-Thru Rate: %

(c) Lower Target, Maximum and/or Minimum Fee rates than those reflected in the solicitation

(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 :

(1) the prime contractor’s pass-thru rate under this order or

(2) the subcontractor’s SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.224-2 Privacy Act (APR 1984)

52.228-5 Insurance -- Work on a Government Installation (JAN 1997)

52.232-39 Unenforceability of Unauthorized Obligations (June 2013)

52.243-7 Notification of Changes (APR 1984)

252.209-7997 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—DoD Appropriations [Deviation 2013-O0006](#)(JAN 2013)

252.225-7048 Export-Controlled Items (Jun 2013)

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:

I.1 52.217-9 – Option to Extend the Term of the Contract. (Mar 2000)

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

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

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

(End of Clause)

I.2 52.216-10 INCENTIVE FEE (June 2011)

(Applicable to CLIN 4000, if exercised, CLINs 7100, 7200)

(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

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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 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, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by 30 cents for every dollar that the total allowable cost is less than the target cost or decreased by 30 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 9 percent or less than 3 percent 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;

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(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 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.

I.3 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) *Agreement.* A small business concern submitting an offer in its own name shall furnish,

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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.

(2) The _____ [*insert name of SBA's contractor*] will notify the _____ [*insert name of contracting agency*] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(3) The offeror's approved business plan is on the file and serviced by _____ [*TBD at time of award with the appropriate SBA District and/or Regional Office(s) as identified by the SBA*].

I.4 52.244-2 – Subcontracts (Oct 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

(End of Clause)

SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2(f)(1)(vii) above, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

(1) 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.

(2) 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 obtained by subcontracts or consulting agreements with the prime contractor.

(b) 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. In these instances, the contractor shall provide specific justification for negotiating 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 SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

252.227-7013 Rights In Technical Data - Noncommercial Items (Jun 2013)

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

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

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

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of operations.

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

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

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

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

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

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

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

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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)

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through (b)(1)(ix) of this clause; or

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

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

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

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

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

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

(3) *Limited rights.*

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

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

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

(ii) The Government shall require a recipient of limited rights data for

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emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

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

(iv) The Contractor acknowledges that—

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

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

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

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

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

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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

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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 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

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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 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.

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(End of legend)

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

LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

(5) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those

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restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

(5) In no event shall the Contractor use its obligation to recognize and protect

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subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (MAY 2013)

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

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

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

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

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

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

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

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

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

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

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

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provided that the contractor—

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

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

(7) “Developed” means that—

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

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

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

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

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

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

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

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

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

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

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- (i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and
- (ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

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

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

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

- (i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;
- (ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;
- (iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;
- (iv) Modify computer software provided that the Government may—

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

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

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

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

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at

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[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.

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

- (i) Computer software developed exclusively with Government funds;
- (ii) Computer software documentation required to be delivered under this contract;
- (iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;
- (iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or
- (vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—
 - (A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or
 - (B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights.*

- (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.
- (ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

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

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

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

(3) *Restricted rights.*

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

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

(iii) The Contractor acknowledges that—

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

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

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

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of

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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 therecipient 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

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or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

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

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

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

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

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

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

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

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

Computer Software			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

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for asserting that the Government's rights should be restricted.

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

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

Date _____
Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

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computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

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(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

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Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

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

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

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

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

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

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

- (i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and
- (ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

(End of clause)

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