

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 04-Jun-2019	4. REQUISITION/PURCHASE REQ. NO. 1300791272	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N65236	7. ADMINISTERED BY (If other than Item 6) CODE	N65236

SPAWAR-NIWC Atlantic (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022 vernon.pryor@navy.mil 843-218-3081 Ext. 3081	SPAWAR-NIWC Atlantic (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022 SCD: C
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) PROFESSIONAL SOFTWARE ENGINEERING INC 500 Viking Drive, Ste 301 Virginia Beach VA 23452	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4107 / N6523619F3012 10B. DATED (SEE ITEM 13) 24-Dec-2018
CAGE CODE 1HK66 FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 SEE SECTION G

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) VERNON L PRYOR, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/VERNON L PRYOR (Signature of Contracting Officer)	04-Jun-2019

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT

Work under this performance-based task order will be performed in accordance with the following description/ specifications/ statement of work (SOW) which herein will be referred to as Performance Work Statement (PWS):

SHORT TITLE: Common Submarine Radio Room (CSRR) Multi-Purpose Reconfigurable Training System (MRTS) Engineering Support

1.0 PURPOSE

Space and Naval Warfare Systems Center Atlantic (SPAWARSYSCEN Atlantic)

1.1 SCOPE

This PWS covers technical and engineering support services required for the CSRR MRTS for operator, maintenance simulation for both Navy and Marine Corps programs.

1.1.1 Multiple Funding

This task order (TO) is funded with multiple appropriations as delineated on specified contract line item numbers (CLINs). The applicable PWS task(s) associated with each funding CLIN is outlined in Section B and Section G.

1.2 BACKGROUND

MRTS uses Commercial Off-the-Shelf (COTS) hardware and Windows operating systems to emulate various naval tactical systems for training purposes. A MRTS device currently has up to twenty (20) equipment racks and five (5) laptops networked together, with each equipment rack having one Computer Processor Unit (CPU) and several touch screen monitors. The computers are linked together in a stand-alone Local Area Network (LAN) that runs government-owned simulation software.

2.0 PLACE(S) OF PERFORMANCE

The contractor shall provide support at the following location:

- a. SPAWARSYSCEN Atlantic Facilities, Charleston, SC

2.1 GOVERNMENT FACILITIES

Government facilities (i.e., office space or lab space) are provided to those labor categories that would otherwise adversely affect the work performance if they were not available on Government site. Contractor personnel with supplied Government facilities shall be located at Buildings 3112 and ITA LAB SPAWARSYSCEN Atlantic in Charleston, SC.

2.1.1 Training Requirements

Contractor personnel working full-time or partially at a Government facility shall complete all applicable mandatory training requirements as specified under Security Training, PWS Para 8.0.

2.2 CONTRACTOR FACILITIES

The contractor can have its facility location anywhere as long as the location does not present a hardship to complete work required on task. The contractor shall have real-time communication between the contractor personnel supporting the efforts and government personnel available at time of award.

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3.0 PERFORMANCE REQUIREMENTS

The following paragraphs list all required non-personal services tasks that will be required throughout the task order. The contractor shall provide necessary resources with knowledge and experience as cited in the personal qualification clause to support the listed tasks. Contractors shall perform requirements in accordance with Federal Acquisition Regulation (FAR) and/or Defense Federal Acquisition Regulation Supplement (DFARS) which does not include performance of inherently Governmental functions. The contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and resources.

3.1 PROGRAM MANAGEMENT

The contractor shall provide technical and management support for the MRTS project within the Afloat IPT. The contractor shall provide local-level management and control to maintain a seamless working relationship with the projects being supported, to ensure effective resource utilization, and to provide technical direction to the staff. The contractor shall provide task order Administration in accordance with the requirements of this PWS. The contractor shall monitor cost, schedule and performance as well as develop and submit documentation referenced per Contract Data Requirements List (CDRLs) for task order administration."

3.2 Technical Support

3.2.1 Engineering Support to PMW 770

3.2.1.1 PMW 770 - RDTE

The contractor shall aid in the development of Military Characteristics (MC), Software Requirements Specification (SRS), System Requirements Verification Matrix (SRVM), Training System Support Documentation (TSSD), System Interface Manual (SIM), Lab Access Request (LAR), test plans and Fault Insertion Guides (FIGs) for SSBN, SSGN, VIRGINIA, and LOS ANGELES class submarines for CSRR, Radio Frequency Distribution and Control System (RFDACS), BRR-6/6B Antenna , Submarine High Data Rate (SUBHDR), OE-538 Antenna, Advanced High Data Rate (ADVHDR) Antenna and Low Band Universal Communications System (LBUCS). The contractor shall also maintain requirements from cradle to grave to include maintenance on requirement documentation (CDRL A001) and approval accountability. The contractor shall update requirements documentation routinely.

The contractor shall provide research, design, development and engineering support of CSRR MRTS solutions (CDRL A002) for SSBN, SSGN, VIRGINIA, and LOS ANGELES class submarines for CSRR, RFDACS, BRR-6/6B, SUBHDR, OE-538, ADVHDR and LBUCS.

The contractor shall provide engineering support for developing and testing patches to the existing CSRR MRTS and develop and field new Training solutions emulation (CDRL A003) for SSBN, SSGN, VIRGINIA, and LOS ANGELES class submarines for CSRR, RFDACS, BRR-6/6B, SUBHDR, OE-538, ADVHDR and LBUCS.

The contractor shall provide Change Management (CM) support to include build, versioning and release management (CDRL A001) for all CSRR MRTS iterations.

The contractor shall troubleshoot, identify and resolve CSRR MRTS hardware trainer issues to include networking issues and hardware issues.

The contractor shall evaluate Engineering Changes (ECs) for Training impacts to CSRR MRTS for CSRR, RFDACS, BRR-6/6B, SUBHDR, OE-538, ADVHDR and LBUCS.

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The contractor shall aid in the performance of Scenario Verification/Validation (SV/V) on CSRR MRTS for SSBN, SSGN, VIRGINIA, and LOS ANGELES class training systems in the Integration Testing Area (ITA) and Submarine Homeport Training sites.

The contractor shall provide input and support to CSRR MRTS In-Process Reviews (IPRs). Support includes assisting with Preliminary Design Reviews (PDRs), Critical Design Reviews (CDRs), Team Trainer Readiness Reviews (T2R2s), and Installation Readiness Reviews (IRRs) for C4I Training Systems to include CSRR, RFDACS, BRR-6/6B, SUBHDR, OE-538, ADVHDR and LBUCS (CDRL A004). Deliver, track, and report to SSC-ATL Training IPT all action items until adjudicated by sponsor.

The contractor shall evaluate impact of CSRR MRTS Problem Report (PRs) and Trainer Enhancement Change Request (TECRs) on CSRR, RFDACS, BRR-6/6B, SUBHDR, OE-538, ADVHDR and LBUCS. The contractor shall report finding as well as recommended resolutions/ corrections (CDRL A004).

The contractor shall conduct SV/V on CSRR MRTS. The contractor shall present findings as part of the technical report (CDRL A004).

3.2.1.2 PMW 770 - OPN

The contractor shall provide technical representation at reoccurring or ad hoc Command, Control, Communications, Computers and Intelligence (C4I) Training systems requirement development meetings to included CSRR Configuration Control Review Board (CCRB), CSRR MRTS CCRB, Submarine Communications and Associated Network Training Management Meetings (SCANTMT), Submarine Force Mission Review Group (SFMRG), Team Trainer Design Working Group (TTDRG) meetings

The contractor shall support Afloat IPT with Submarine C4I CSRR MRTS IPRs such as PDRs, CDRs, T2R2s, and IRRs for C4I Training Systems to include CSRR, RFDACS, BRR-6/6B, SUBHDR, OE-538, ADVHDR and LBUCS. The contractor shall be responsible for delivering, tracking, and reporting to SSC-ATL Afloat IPT all action items until adjudicated by sponsor (CDRL A004).

The contractor shall support SSC-ATL Afloat IPT establishing a weekly and/or bi-weekly CSRR MRTS development meeting with SSC-ATL Afloat IPT to ensure all aspects of Submarine Communications Training is being addressed.

The contractor shall support SSC-ATL Afloat IPT by developing and or updating CSRR MRTS briefs for Design Build Management Team (DBMT) meetings by bringing issues and concerns to the forefront and acknowledging C4I Training accomplishments (CDRL A004).

The contractor shall conduct SV/V on CSRR MRTS. Report results of SV/V to CSRR MRTS Project Manager and SSC-ATL Afloat IPT (CDRL A002).

The contractor shall utilize computer software, such as Auto Desk MIA, 3D Mask and Photoshop to digitally replicate photographs and graphics in technical manuals. The graphics will provide the end user with an accurate display of tools and racks in MRTS to enhance real world training events.

3.2.1.3 PMW 160 – RDT&E

The contractor shall aid in the development of MCs, SRS, SRVM, TSSD, LAR, test plans and FIGs for SSBN, SSGN, VIRGINIA, LOS ANGELES class submarines Guided Missile Destroyer (DDG), Amphibious Transport Dock (LPD), Littoral Combat Ship (LCS), Coast Guard National Security Center (CGNSC) and Coast Guard Offshore Patrol Cutter (CGOPC) for Advanced Digital Network System (ADNS) and Consolidated Afloat Network and Enterprise Services (CANES). The contractor shall maintain and update the given requirements from cradle to grave to include maintenance on requirement documentation and approval accountability. The contractor shall also update requirements documentation routinely.

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The contractor shall provide research, design, development, testing and engineering support to CSRR/SRR MRTS solutions for SSBN, SSGN, VIRGINIA, LOS ANGELES class submarines DDG, LPD, LCS, CGNSC, and CGOPC for ADNS and CANES.

3.2.1.4 PMW 160- OPN

The contractor shall evaluate impact of CSRR/SRR MRTS Problem Reports and TECRs on CSRR ADNS and CANES systems. The contractor shall also evaluate ECs for training impacts to Submarine C4I training systems for CSRR ADNS and CANES. The contractor shall provide findings in the monthly status reports (CDRL A005).

3.2.1.5 PMW 150 – RDT&E

The contractor shall aid in the development of MCs, SRS, SRVM, TSSD, LAR, test plans and FIGs for SSBN, SSGN, VIRGINIA, LOS ANGELES class submarines DDG, LPD, LCS, CGNSC and CGOPC for Global Command and Control Systems – Maritime (GCCS-M), Naval Tactical Command Support Systems (NTCSS), and Link 16 Network. The contractor shall update requirements documentation routinely.

The contractor shall provide research, design, development, testing and engineering support to CSRR/SRR MRTS solutions for SSBN, SSGN, VIRGINIA, LOS ANGELES class submarines DDG, LPD, LCS, CGNSC, and CGOPC for GCCS-M, NTCSS, and Link 16 Network systems (CDRL A002).

3.2.1.6 PMW 150 – OPN

The contractor shall evaluate impact of CSRR/SRR MRTS Problem Reports and TECRs on GCCS-M, NTCSS, and Link 16 Network. The contractor shall also evaluate ECs for training impacts to Submarine C4I training systems for GCCS-M, NTCSS, and Link 16 Network systems (CDRL A004).

3.2.1.7 PMW 130 – RDT&E

The contractor shall aid in the development of MCs, SRS, SRVM, TSSD, LAR, test plans and FIGs for SSBN, SSGN, VIRGINIA, LOS ANGELES class submarines DDG, LPD, LCS, CGNSC, and CGOPC for Crypto Universal Enclosure (CUE), Tactical Local Area Network Encryption (TACLANES) and KIVs. The contractor shall update requirements documentation routinely.

The contractor shall provide research, design, development, testing and engineering support to CSRR/SRR MRTS solutions for SSBN, SSGN, VIRGINIA, LOS ANGELES class submarines DDG, LPD, LCS, CGNSC, and CGOPC for CUE, TACLANES and KIVs systems (CDRL A002).

3.2.1.8 PMW 130 - OPN

The contractor shall evaluate impact of CSRR/SRR MRTS Problem Reports and TECRs on CUE, TACLANES, and KIVs systems. The contractor shall also evaluate ECs for training impacts to Submarine C4I training systems for CUE, TACLANES, and KIVs systems (CDRL A004).

3.2.1.9 PMW 170 – RDT&E

The contractor shall aid in the development of MCs, SRS, SRVM, TSSD, LAR, test plans and FIGs for SSBN, SSGN, VIRGINIA, LOS ANGELES class submarines DDG, LPD, LCS, CGNSC, and CGOPC for Digital Modular Radio (DMR), Global Broadcast System (GBS), Navy Multi-Band Terminal (NMT) and Advance Time Division Multiple Access Interface Processor (ATIP). The contractor shall update requirements documentation routinely.

The contractor shall provide research, design, development, testing and engineering support to CSRR/SRR MRTS solutions for SSBN, SSGN, VIRGINIA, LOS ANGELES class submarines DDG, LPD, LCS, CGNSC, and CGOPC for GBS, NMT and ATIP systems (CDRL A002).

3.2.1.10 PMW 170 – OPN

The contractor shall evaluate impact of CSRR/SRR MRTS Problem Reports and TECRs on DMR, GBS, NMT

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and ATIP systems. The contractor shall also evaluate all ECs for training impacts (CDRL A004).

3.2.1.11 PMW 790 – RDT&E

The contractor shall aid in the development of MCs, SRS, SRVM, TSSD, LAR, test plans and FIGs for SSBN, SSGN, VIRGINIA, LOS ANGELES class submarines DDG, LPD, LCS, CGNSC, and CGOPC for CSRR/SRR NAVMACs.

The contractor shall also provide research, design, development, testing and engineering support to CSRR/SRR MRTS solutions for SSBN, SSGN, VIRGINIA, LOS ANGELES class submarines DDG, LPD, LCS, CGNSC, and CGOPC for CSRR/SRR NAVMACs (CDRL A002).

3.2.1.12 PMW 790 – OPN

The contractor shall evaluate impact of CSRR/SRR MRTS Problem Reports and TECRs on CSRR/SRR NAVMAC systems. The contractor shall also evaluate all ECs for training impacts (CDRL A004).

3.2.1.13 NAVSEA 450 – VIRGINIA AND COLUMBIA CLASS – SCN

The contractor shall aid in the development of MCs, SRSs, SRVM, TSSD, SIMs, LARs, test plans and FIGs for VIRGINIA and COLUMBIA class submarines.

The contractor shall evaluate ECs for training systems in the ITA and Submarine homeport training sites. The contractor shall also perform SV/V on CSRR MRTS for VIRGINIA and COLUMBIA class training systems in the ITA and homeport training sites. The findings for this evaluation shall be included in the monthly status report (CDRL A005).

The contractor shall provide input and support to CSRR MRTS IPRs. Support includes assisting with PDRs, CDRs, T2R2s and IRRs for C4I Training Systems to include VIRGINIA and COLUMBIA classes. The contractor shall also deliver, track, and report all action items until adjudicated.

The contractor shall evaluate impact of Submarine C4I CSRR MRTS training systems Problem Reports and VIRGINIA and COLUMBIA class submarines. The contractor shall develop and present recommended resolutions/corrections (CDRL A004).

The contractor shall conduct SV/V on CSRR MRTS VIRGINIA and COLUMBIA class submarines. SV/V results shall be reported in (CDRL A002).

The contractor shall provide technical representation on recurring or ad hoc C4I training systems requirement development meetings to include VIRGINIA and COLUMBIA class CCRBs and COLUMBIA class Team Trainer Design Working Group (TTDWG) meetings. Meeting agenda, notes and action items shall be reported back to the IPT.

3.2.1.14 PMW 760 – RDT&E

The contractor shall aid in the development of MCs, SRSs, SRVMs, TDDS, SIMs, LARs, test plans and FIGs for DDG, LPD, LCS, CGNSC and CGOPC. The contractor shall also update requirement documentations and track approval accountability.

The contractor shall evaluate ECs for Training impacts to C4I Training systems and C4I Training curriculum for DDG, LPD, LCS, CGNSC and CGOPC systems. The contractor shall develop and report recommended resolutions/corrections (CDRL A004).

The contractor shall provide research, design, development, testing and engineering support to the SRR MRTS solution for DDG, LPD, LCS and Coast Guard C4I solutions (CDRL A002).

The contractor shall develop and test upgrades and patches to the existing SRR MRTS and develop and implement new training solutions emulation for DDG, LPD, LCS and Coast Guard C4I (CDRL A002).

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The contract shall provide Change Management support in terms of testing, upgrading builds and versions for release. The contractor shall maintain a report of all versions and releases tested.

The contractor shall troubleshoot, identify and resolve SRR MRTS hardware trainer issues to include networking issues and hardware issues (CDRL A004).

The contractor shall aid in the performance of SV/V on SRR MRTS for DDG, LPD, LCS and Coast Guard class C4I training systems in the ITA and ships homeport training sites.

The contractor shall provide input and support to SRR MRTS IPRs. Support includes assisting with PDRs, CDRs, T2R2s and IRRs for C4I Training Systems to include DDG, LPD, LCS and Coast Guard C4I training solutions. The contractor shall also deliver, track, and report all action items until adjudicated (CDRL A004).

The contractor shall evaluate impact of SRR MRTS Problem Reports and TECRs on DDG, LPD, LCS and Coast Guard MRTS training systems (CDRL A004).

3.2.1.15 PMW 760 – OPN

The contractor shall provide technical representation at reoccurring or ad hoc C4I systems requirement development and engineering meetings to include SRR CCRB, SRR MRTS CCRB.

The contractor shall establish weekly and/or bi-weekly CSRR MRTS development and training meetings to ensure all aspects of Submarine Communications Training are being addressed.

The contractor shall conduct SV/V on SRR MRTS and report findings to the IPT

3.2.1.16 PMW 760 – OMN

The contractor shall aid in the development of MCs, SRSs, SRVMs, TDDS, SIMs, LARs, test plans and FIGs for DDG, LPD, LCS, CGNSC and CGOPC. The contractor shall also update requirement documentations and track approval accountability.

The contractor shall evaluate ECs for Training impacts to C4I Training systems and C4I Training curriculum for DDG, LPD, LCS, CGNSC and CGOPC systems. The contractor shall develop and report recommended resolutions/corrections (CDRL A004).

The contractor shall provide maintenance and engineering support and testing to the SRR MRTS solution for DDG, LPD, LCS and Coast Guard C4I solutions (CDRL A002).

The contractor shall maintain and test upgrades and patches to the existing SRR MRTS modifications to emulated training solutions for DDG, LPD, LCS and Coast Guard C4I (CDRL A002).

The contract shall provide Change Management support in terms of testing, upgrading builds and versions for release. The contractor shall maintain a report of all versions and releases tested.

The contractor shall troubleshoot, identify and resolve SRR MRTS hardware trainer issues to include networking issues and hardware issues (CDRL A004).

The contractor shall aid in the performance of SV/V on SRR MRTS for DDG, LPD, LCS and Coast Guard class C4I training systems in the ITA and ships homeport training sites.

The contractor shall provide maintenance related input and support to SRR MRTS IPRs. Support includes assisting with PDRs, CDRs, T2R2s and IRRs for C4I Training Systems to include DDG, LPD, LCS and Coast Guard C4I training solutions. The contractor shall also deliver, track, and report all action items until adjudicated (CDRL A004).

The contractor shall evaluate impact of SRR MRTS Problem Reports and TECRs on DDG, LPD, LCS and Coast Guard MRTS training systems as they relate to maintenance relate changes (CDRL A004).

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3.2.1.17 USMC Marine Corps Systems Command – RDT&E

The contractor shall aid in the development of MCs, SRSs, SRVMs, TDDS, SIMs, LARs, test plans and FIGs for AN/PRC-150m AN/PRC-117G, AN/PRC-117F, AN/PRC-153, AN/PRC-148, AN/PRC-152, Next Generation Hand Held Radio, Next Generation Multi-Band Radio and High Frequency Radio II, and all vehicle variants. The contractor shall update requirements and track requirements documentation and track approval accountability. The contractor shall provide all requirements documentation generated to the IPT.

The contractor shall evaluate ECs for training impacts to C4I training systems and C4I training curriculum for AN/PRC-150m AN/PRC-117G, AN/PRC-117F, AN/PRC-153, AN/PRC-148, AN/PRC-152, Next Generation Hand Held Radio, Next Generation Multi-Band Radio and High Frequency Radio II, and all vehicle variants (CDRL A004).

The contractor shall provide research, design, development, testing and engineering support AN/PRC-150m AN/PRC-117G, AN/PRC-117F, AN/PRC-153, AN/PRC-148, AN/PRC-152, Next Generation Hand Held Radio, Next Generation Multi-Band Radio and High Frequency Radio II, and all vehicle variants (CDRL A002).

The contractor shall aid in performance of SV/V on USMC C4I MRTS for vehicle variants training systems in the ITA and various Marine Corps locations.

The contractor shall provide input and support to Marine Corps C4I MRTS IPRs. Support includes assisting with PDRs, CDRs, T2R2s and IRRs for C4I Training Systems. The contractor shall also deliver, track, and report all action items until adjudicated (CDRL A004).

The contract shall evaluate impact of USMC C4I MRTS training systems Problem Reports on AN/PRC-150m AN/PRC-117G, AN/PRC-117F, AN/PRC-153, AN/PRC-148, AN/PRC-152, Next Generation Hand Held Radio, Next Generation Multi-Band Radio and High Frequency Radio II, and all vehicle variants supported (CDRL A004).

3.3 SOFTWARE ENGINEERING

Software engineering includes the design, development, and documentation of software to support a specific government requirement. The contractor shall utilize certified software and computer personnel. The contractor (prime and/or subcontractor) that is responsible for leading software development efforts shall define a software development approach appropriate for the computer software effort to be performed under each task. The contractor shall document the approach in a Software Development Plan (SDP) (CDRL A006). The contractor shall follow this SDP for all computer software to be developed or maintained under this effort. The contractor shall develop one SDP to support the unique task order software requirements. At a minimum, the contractor shall ensure the SDP meets the criteria specified in the CDRL DD1423 using IEEE Std 12207-2008 and the PWS tasking.

4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS

4.1 INFORMATION TECHNOLOGY (IT) GENERAL REQUIREMENTS

The contractor shall be responsible for the following:

4.1.1 Ensure that no production systems are operational on any research, development, test and evaluation (RDT&E) network.

4.1.2 Follow DoDI 8510.01 when deploying, integrating, and implementing IT capabilities.

4.1.3 Work with Government personnel to ensure compliance with all current Navy IT & cybersecurity

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policies, including those pertaining to Cyber Asset Reduction and Security (CARS).

4.1.4 Follow SECNAVINST 5239.3B & DoDI 8510.01 prior to integration and implementation of IT solutions or systems.

4.1.5 Register any contractor-owned or contractor-maintained IT systems utilized on task order in the Department of Defense IT Portfolio Registry (DITPR)-DON.

4.1.6 Ensure all software recommended, procured, and/or developed is compliant with Section 508 of the Rehabilitation Act of 1973, 26 CFR Part 1194 and pursuant to SPAWARINST 5721.1B.

4.1.7 Only perform work specified within the limitations of this task order.

4.2. SOFTWARE DEVELOPMENT/MODERNIZATION AND HOSTING

The contractor shall ensure all programs utilizing this task order for software development/ modernization (DEV/MOD), including the development of IT tools to automate SPAWARSYSCEN Atlantic business processes are compliant with DON Information Management/Information Technology (DON IM/IT) Investment Review Process Guidance requirements. Contractors shall neither host nor develop IT tools to automate SPAWARSYSCEN Atlantic business processes unless specifically tasked within the task order. The contractor shall ensure IT tools developed to automate SPAWARSYSCEN Atlantic business processes will be delivered with full documentation (CDRL A002) and source code (CDRL A003) to allow non-proprietary operation and maintenance by any source. The contractor shall ensure all programs are submitted with proof of completed DEV/MOD certification approval from the appropriate authority in accordance with DON policy prior to task order award. (DITPR-DON Update) *Note must be listed on Investment Review Board (IRB) approved list.

4.3 SECURITY IT POSITION CATEGORIES

Pursuant to DoDI 8500.01, DoD 8570.01-M, SECNAVINST 5510.30, SECNAV M-5239.2, and applicable to unclassified DoD information systems, a designator is assigned to certain individuals that indicates the level of IT access required to execute the responsibilities of the position based on the potential for an individual assigned to the position to adversely impact DoD missions or functions. As defined in DoD 5200.2-R (and subsequent revisions), SECNAVINST 5510.30 and SECNAV M-5510.30, three basic DoN IT levels/Position categories exist:

- IT-I (Privileged access)
- IT-II (Limited Privileged, sensitive information)
- IT-III (Non-Privileged, no sensitive information)

Note: The term IT Position is synonymous with the older term Automated Data Processing (ADP) Position (as used in DoD 5200.2-R, Appendix 10).

Investigative requirements for each category vary, depending on the role and whether the individual is a U.S. civilian contractor or a foreign national. The contractor PM shall assist the Government Project Manager or Contracting Officer's representative (COR) in determining the appropriate IT Position Category assignment for all contractor personnel. All required Single-Scope Background Investigation (SSBI), SSBI Periodic Reinvestigation (SSBI-PR), and National Agency Check (NAC) adjudication will be performed Pursuant to DoDI 8500.01 and SECNAVINST 5510.30. Requests for investigation of contractor personnel for fitness determinations or IT eligibility without classified access are submitted by SPAWARSYSCEN Atlantic Security Office, processed by the OPM, and adjudicated by Department of Defense Consolidated Adjudications Facility (DoD CAF). IT Position Categories are determined based on the following criteria:

4.3.1 IT-I Level (Privileged)

Personnel in this position support cybersecurity roles at command enclave infrastructure to include RDT&E, Data

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Centers and any other network and/or are responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation shall have a favorably adjudicated Tier 5 (T5) investigation (formerly a Single Scope Background Investigation (SSBI) or SSBI-PR). The T5 is updated a minimum of every 5 years. Personnel assigned to designated IT-I positions shall have a U.S. citizenship unless a waiver request is approved by CNO. IT-I roles include the following:

- Boundary Devices Management (proxies, firewalls, traffic analyzers, VPN Gateways)
- Intrusion Detection/Prevention Systems (IDS/IPS)
- Host Based Security Systems (HBSS)
- Network infrastructure (routers, switches, enterprise wireless)
- Domain and Authentication System Administrators (Active Directory, LDAP, Kerberos, etc.) (enclave wide scope)
- Vulnerability Scanner Operators (Retina, ACAS, HP Web Inspect, etc.)
- Virtualization Technology Administrators that host any of the above (ESX, Solaris Zones, etc.)

4.3.2 IT-II Level (Limited Privileged)

Personnel in this position support the-direction, planning, design, operation, or maintenance of a computer system, have privileged access to assets and systems that are tenants on SPAWARSYSCEN Atlantic networks and/or similar system constructs, and has work that is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position shall have a favorably adjudicated Tier 3 (T3) investigation (formerly National Agency Check with Law and Credit (formerly ANACI/NACLIC). Personnel assigned to designated IT-II positions shall have a U.S. citizenship unless a waiver request is approved by CNO. Examples of IT-II roles include the following:

- Webserver Administrators
- Developers
- Testers
- Database Administrators

4.3.3 IT-III Level (Non-privileged)

Personnel in this position support include all other positions (not considered IT-I or IT-II) involved in computer activities. A contractor in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation shall have a favorably adjudicated Tier 1 (T1) investigation National Agency Check with Written Inquiries (formerly NACI).

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4.4 CYBERSECURITY SUPPORT

Cybersecurity (which replaced the term Information Assurance (IA)) is defined as prevention of damage to, protection of, and restoration of computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation. Contractor personnel shall perform tasks to ensure Navy applications, systems, and networks satisfy Federal/DoD/DON/Navy cybersecurity requirements.

4.4.1 Cyber IT and Cybersecurity Personnel

4.4.1.1 The Cyberspace workforce elements addressed include contractors performing functions in designated Cyber IT positions and Cybersecurity positions. In accordance with DFARS Subpart 5239.71, DoDD 8140.01, SECNAVINST 5239.20A, and SECNAV M-5239.2, contractor personnel performing cybersecurity functions shall meet all cybersecurity training, certification, and tracking requirements as cited in DoD 8570.01-M and subsequent manual [DoD 8140] when applicable prior to accessing DoD information systems. Proposed contractor Cyber IT and cybersecurity personnel shall be appropriately qualified prior to the start of the task order performance period or before assignment to the task order during the course of the performance period.

4.4.1.2 Contractors that access Navy IT shall also follow guidelines and provisions documented in Navy Telecommunications Directive (NTD 10-11) and are required to complete a System Authorization Access Request (SAAR) – Navy form as documented in Para 8.2.2.4(b).

4.4.1.3 Contractor personnel with privileged access shall acknowledge special responsibilities with a Privileged Access Agreement (PAA) IAW SECNAVINST 5239.20A.

4.4.2 Design, Integration, Configuration or Installation of Hardware and Software

The contractor shall ensure any equipment/system installed or integrated into Navy platform will meet the cybersecurity requirements as specified under DoDI 8500.01. The contractor shall ensure that any design change, integration change, configuration change, or installation of hardware and software is in accordance with established DoD/DON/Navy cyber directives and does not violate the terms and conditions of the accreditation/authorization issued by the appropriate Accreditation/Authorization official. Contractors that access Navy IT are also required to follow the provisions contained in DON CIO Memorandum: Acceptable Use of Department of the Navy Information Technology (IT) dtd 12 Feb 16. Use of blacklisted software is specifically prohibited and only software that is registered in DON Application and Database Management System (DADMS) and is Functional Area Manager (FAM) approved can be used as documented in Para 4.2.2. Procurement and installation of software governed by DON Enterprise License Agreements (ELAs) – Microsoft, Oracle, Cisco, Axway, Symantec, ActivIdentity, VMware, Red Hat, NetApp, and EMC shall be in accordance with DON CIO Policy and DON ELAs awarded.

4.4.3 Cybersecurity Workforce (CSWF) Report

In accordance with DFARS clause 252.239-7001 and DoD 8570.01-M, the contractor shall identify cybersecurity personnel, also known as CSWF and Cyber IT workforce personnel. The contractor shall develop, maintain, and submit a monthly CSWF Report (CDRL A007) identifying CSWF individuals who are IA trained and certified. Utilizing the format provided in CDRL A007 Attachment 1 of Exhibit A, the prime contractor shall be responsible for collecting, integrating, and reporting all subcontractor personnel. See applicable DD Form 1423 for additional reporting details and distribution instructions. Although the minimum frequency of reporting is monthly, the COR can require additional updates at any time. Contractor shall verify with the COR or other Government representative the proper labor category CSWF designation and certification requirements. The primary point of contact (POC) for all related CSWF questions is the Command CSWF Program Manager (PM) in the office of the SPAWARSYSCEN Atlantic Information Systems Security Manager (ISSM).

4.4.4 Cybersecurity Workforce (CSWF) Designation

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CSWF contractor personnel shall perform cybersecurity functions. In accordance with DoD 8570.01-M Information Assurance Workforce Improvement Program Manual, the CSWF is comprised of the following categories: IA Technical (IAT) and IA Management (IAM)); and specialties: Computer Network Defense Service Providers (CND-SPs) and IA System Architects and Engineers (IASAEs). Based on the IA function provided by the individual, an IA designator is assigned that references an IA category or specialty. The following Labor Categories shall meet the IA Designator, IA Level/Position, and have the estimated Primary/Additional/Embedded hours performing IA duties:

Labor Category	Quantity Personnel	IA Designator (Note1)	IA Level/Position (Note2)	IA Duty Hours		
				Primary (≥25 hrs)	Additional (15-24 hrs)	Embedded (1-14 hrs)
Engineer/Scientist 4	(1)	IAT	Level 2			X
Engineer/Scientist 4	(3)	IAT	Level 3			X

5.0 TASK ORDER ADMINISTRATION

Administration of the work being performed is required; it provides the Government a means for task order management and monitoring. Regardless of the level of support, the ultimate objective of the contractor is ensuring the Government's requirements are met, delivered on schedule, and performed within budget.

5.1 CONTRACTING OFFICER REPRESENTATIVE (COR) DESIGNATION

The COR for this task order is identified in task order clause 5252.201-9201.

5.2 CONTRACTOR LIAISON

The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the Government Contracting Officer and COR. The contractor PM, located in the contractor's facility, shall ultimately be responsible for ensuring that the contractor's performance meets all Government contracting requirements within cost and schedule. PM shall have the requisite authority for full control over all company resources necessary for task order performance and be available to support emergent situations. The PM shall ultimately be responsible for the following: personnel management; management of Government material and assets; and personnel and facility security. In support of open communication, the contractor shall initiate periodic meetings with the COR.

5.3 CONTRACTOR MONITORING AND MAINTENANCE

The contractor shall have processes established in order to provide all necessary resources and documentation during various times throughout the day including business and non-business hours in order to facilitate a timely task order response or modification in particular during urgent requirements.

5.3.1 Task order Administration & Documentation

Various types of administration documents are required throughout the life of the task order. At a minimum, the contractor shall provide the following documentation:

5.3.1.1 Task Order Status Report (TOSR)

The contractor shall develop a Task Order Status Reports (CDRL A005) and submit it monthly, weekly, and/or as cited in the requirements of each task order. The prime contractor shall be responsible for collecting, integrating, and reporting all subcontractor reports. The TOSR include the following variations of reports:

(a) Monthly TOSR – the contractor shall develop and submit a task order status report monthly at least 30 days after task order award on the 10th of each month for those months the task order is active. The contractor shall report on various task order functions: performance, schedule, financial, business relations, and staffing plan/key personnel; see applicable DD Form 1423 for additional reporting details and distribution instructions. This CDRL

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includes a Staffing Plan (CDRL A005) Attachment 1 of Exhibit A), Personnel Listing (CDRL A005 Attachment 2), and Government-furnished property (GFP) Template (CDRL A005 Attachment 3) necessary for additional data collection as applicable.

5.3.1.2 Task Order Closeout Report

The contractor shall develop a task order closeout report (CDRL A008) and submit it no later than 15 days before the task order completion date. The Prime shall be responsible for collecting, integrating, and reporting all subcontracting information. See applicable DD Form 1423 for additional reporting details and distribution instructions.

5.3.1.3 Enterprise-wide Contractor Manpower Reporting Application

Pursuant to NMCARS 5237.102-90, the contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this task order for the DoD via a secure data collection website – Enterprise-wide Contractor Manpower Reporting Application (eCMRA). The Product/Service Codes (PSC) for contracted services excluded from reporting are as follows:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor shall completely fill-in all required data fields using the following web address:

<https://www.ecrma.com>. Reporting inputs consists of labor hours executed during the task order period of performance within each Government fiscal year (FY) which runs from October 1 through September 30. While inputs may be reported any time during the FY, the contractor shall report all data no later than October 31 of each calendar year. Contractors may direct questions to the help desk at <http://www.ecrma.mil/>.

5.3.1.4 WAWF Invoicing Notification and Support Documentation

Pursuant to DFARS clause 252.232-7003 and 252.232-7006, the contractor shall submit payment requests and receiving reports using DoD Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) application (part of the Wide Area Work Flow (WAWF) e-Business Suite) which is a secure Government web-based system for electronic invoicing, receipt, and acceptance. The contractor shall provide e-mail notification to the COR when payment requests are submitted to the iRAPT/WAWF and the contractor shall include cost back-up documentation (e.g., delivery receipts, time sheets, & material/travel costs, etc.) to the invoice in iRAPT/WAWF. When requested by the COR, the contractor shall directly provide a soft copy of the invoice and any supporting invoice documentation (CDRL A009) directly to the COR within 24 hours of request to assist in validating the invoiced amount against the products/services provided during the billing cycle.

5.3.1.5 Labor Rate Limitation Notification

For level of effort (LOE) service task orders (cost type, labor-hour and fixed-price) above the Simplified Acquisition Procedures (SAP) threshold, the contractor shall monitor the following labor rates as part of the monthly TOSR (see CDRL A005 -Attachment 2 of Exhibit A – Personnel Listing). The contractor shall deliver required notification if specified criteria and threshold values are met. The ability of a contractor to monitor labor rates effectively will be included in the task order Quality Assurance Surveillance Plan (QASP).

(a) Fully burdened labor rates per individual (subcontractor included) – If the fully burdened rate (including fee, which also extends to prime contractor fee on subcontractor labor) of any individual in any labor category exceeds the threshold amount of \$200.00/hour and the individual's rate was not disclosed in pre-award of the task order, the contractor shall send notice and rationale (CDRL A010) for the identified labor rate to the COR who will then send appropriate notification to the Contracting Officer. If the number of hours anticipated to be billed for an *individual* within one labor category is equal to or less than 200 labor hours for any given period of performance (e.g., base period, option year 1, or option year 2) for this effort, the hours to be billed for the

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individual are excluded from the CDRL notification.

(b) Negotiated versus actual average labor rates variance – If the actual average labor rate (inclusive of fee) (total actual fully burdened labor costs “divided by” total number of hours performed) compared to the negotiated average labor rate (total negotiated fully burdened labor costs “divided by” total number of hours negotiated) is greater than 20%, the contractor shall send notice and rationale (CDRL A010) of the rate variance to the COR who will then send appropriate notification to the Contracting Officer. The contractor shall annotate the monthly percentage rate variance between the actual average labor rate versus the negotiated average labor rate in the TOSR.

5.3.1.6 ODC Limitation Notification

Contractors shall monitor Other Direct Costs (ODCs) as part of the monthly TOSR. For this monitoring purpose, ODCs include incidental material, travel, and other non-labor costs (excluding subcontracting and consultant labor cost) required in performance of the service. For any given period of performance, if the cumulative total cost of ODCs exceeds the awarded total cost of ODCs (regardless of any modifications to the awarded amount) by 10%, the contractor shall send notice and rationale (CDRL A010) for exceeding cost to the COR who will then send a memorandum signed by the PM (or equivalent) to the Contracting Officer documenting the reasons justifying the increase of ODC. The ability of a contractor to monitor ODCs will be included in the QASP.

5.3.1.7 Limitation of Subcontracting

FAR 52.219-14, limitation of subcontracting is applicable for TOs that have been wholly or partially set aside for small business or 8(a) concerns. The contractor shall develop and submit a Limitation of Subcontracting Report (LSR) (CDRL A011) every 3 months. See applicable DD Form 1423 for reporting details and distribution instructions. The labor cost provided should correspond to the cumulative monthly submitted invoices. The government reserves the right to perform spot checks and/or request copies of any supporting documentation.

5.4 CONTRACTOR PERFORMANCE MANAGEMENT

Contractor performance standards and requirements are outlined in the task order QASP. The ability of a contractor to perform to the outlined standards and requirement will be captured in the Contractor Performance Assessment Reporting System (CPARS). In support of tracking contractor performance, the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A012) submitted 10 days after task order award and CPARS Draft Approval Document (CDAD) Report (CDRL A013) submitted monthly.

5.5 EARNED VALUE MANAGEMENT (EVM)

In accordance with DoD policy, this task order does not require Earned Value Management (EVM) implementation due to the majority of efforts on this task order is non-scheduled based (i.e., level of effort) and does not lend itself to meaningful EVM information.

6.0 DOCUMENTATION AND DELIVERABLES

The contractor shall treat all CDRL/deliverables as CUI and shall transmit and store them in accordance with DFARS 252.204-7012.

6.1 CONTRACT DATA REQUIREMENTS LIST (CDRL)

The following listing identifies the data item deliverables required under this task order and the applicable section of the PWS for which they are required. Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the basic contract. The contractor shall establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task. The contractor shall not develop any CDRL classified TOP SECRET with SCI.

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6.1.1 Administrative CDRL

The following table lists all required administrative data deliverables, CDRLs, applicable to this task:

CDRL #	Deliverable Title	PWS Reference Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
A004	Technical/Analysis Report	3.2.1.1, 3.2.1.2, 3.2.1.6, 3.2.1.8. 3.2.1.10, 3.2.1.12, 3.2.1.13, 3.2.1.14, 3.2.1.16, 3.2.1.17	ASREQ	Within 48 from request	UNCLASS
A005	Task Order Status Report (TOSR)	3.2.1.4, 3.2.1.13, 5.3.1.1, 5.3.1.5, 8.1.2, 8.2.3.1, 10.0	MTHLY	30 DATO and monthly on the 10th	UNCLASS
A007	Cybersecurity Workforce (CSWF) Report	4.4.3, 8.1.2, 8.2.3.1	MTHLY	30 Days after task order award (DATO) and monthly on the 10th	UNCLASS
A008	Task Order Closeout Report	5.3.1.2	1TIME	NLT 15 days before completion date	UNCLASS

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A009	Invoice Support Documentation	5.3.1.4	ASREQ	Within 24 hrs from request	UNCLASS
A010	Limitation Notification & Rationale	5.3.1.5, 5.3.1.6,	ASREQ	Within 24 hrs from occurrence	UNCLASS
A011	Limitation to Subcontracting Report	5.3.1.7	QRTLY	NLT 105 DATO and every third month on the 10th	UNCLASS
A012	Cost and Milestones Schedule Plan	5.4	One time with revisions (ONE/R)	NLT 10 DATO; revision NLT 7 days after receipt of Govt review	UNCLASS
A013	Contractor CPARS Draft Approval Document (CDAD) Report	5.4	MTHLY	30 DATO and monthly on the 10 th	UNCLASS
A014	OCONUS Deployment Package	11.3.1	1TIME	NLT 7 days after TO award date	UNCLASS

6.1.2 Technical CDRL

The following table lists all required technical data deliverables, (CDRLs), applicable to this task order:

CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
A001	Quality Documentation	3.2.1.1	ASREQ	Within 24 hrs from request	UNCLASS
A002	Software Documentation/Programmer's Guide	3.2.1.1, 3.2.1.2, 3.2.1.5, 3.2.1.7, 3.2.1.9, 3.2.1.11, 3.2.1.13, 3.2.1.14, 3.2.1.16, 3.2.1.17, 4.2, 4	ONE/R	14 days before completion of task order; revision NLT 7 days after receipt of gov review	UNCLASS
A003	Source Code	3.2.1.1, 4.2	ONE/R	14 days before completion of task order;	UNCLASS

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CDR L #	Deliverable Title	PWS Ref Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
				revision NLT 7 days after receipt of gov review	

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A006	Software Development Plan (SDP)	3.3	One time with revisions (ONE/R)	30 DATO; revision NLT 7 days after receipt of gov review	UNCLASS
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6.2 ELECTRONIC FORMAT

At a minimum, the contractor shall provide deliverables electronically by e-mail; hard copies are only required if requested by the Government. To ensure information compatibility, the contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving Government representative. The contractor shall provide all data in an editable format compatible with SPAWARSYSCEN Atlantic corporate standard software configuration as specified below. Contractor shall conform to SPAWARSYSCEN Atlantic corporate standards within 30 days of task order award. *The initial or future upgrades costs of the listed computer programs are not chargeable as a direct cost to the Government.*

	Deliverable	Software to be used
a.	Word Processing	Microsoft Word
c.	Spreadsheet/Graphics	Microsoft Excel
d.	Presentations	Microsoft PowerPoint

6.4 INFORMATION SYSTEM

6.4.1 Electronic Communication

The contractor shall have broadband Internet connectivity and an industry standard email system for communication with the Government. The contractor shall be capable of Public Key Infrastructure (PKI) client side authentication to DOD private web servers. Unless otherwise specified, all key personnel on task shall be accessible by e-mail through individual accounts during all hours.

6.4.2 Information Security

Pursuant to DoDM 5200.01, the contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on task. The contractor shall disseminate unclassified DoD information within the scope of assigned duties and with a clear expectation that confidentiality is preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the task order, and privileged task order information (e.g., program schedules and task order-related tracking).

6.4.2.1 Safeguards

The contractor shall protect Government information and shall provide compliance documentation validating they are meeting this requirement in accordance with DFARS clause-252.204-7012. The contractor and all subcontractors shall abide by the following safeguards:

- (a) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (b) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (c) Sanitize media (e.g., overwrite) before external release or disposal.

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(d) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as portable hard drives and digital optical disks, using DoD Authorized Data-at-Rest encryption technology. NOTE: Thumb drives are not authorized for DoD work, storage, or transfer. Use GSA Awarded DAR solutions (GSA # 10359) complying with ASD-NII/DOD-CIO Memorandum, "Encryption of Sensitive Unclassified Data-at-Rest on Mobile Computing Devices and Removable Storage." The contractor shall ensure all solutions meet FIPS 140-2 compliance requirements.

(e) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.

(f) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.

(g) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

(h) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

(i) Provide protection against computer network intrusions and data exfiltration, minimally including the following:

1. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
2. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
3. Prompt application of security-relevant software patches, service packs, and hot fixes.

(j) As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).

(k) Report loss or unauthorized disclosure of information in accordance with contract, task order, or agreement requirements and mechanisms.

6.4.2.2 Compliance

Pursuant to DoDM 5200.01, the contractor shall include in their quality processes procedures that are compliant with information security requirements.

7.0 QUALITY

7.1 QUALITY SYSTEM

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Upon task order award, the prime contractor shall have and maintain a quality system that meets task order requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The contractor shall have an adequately documented quality system which contains processes, procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system, which includes an internal auditing system. The contractor shall make their quality system available to the Government for review at both a program and worksite services level during predetermined visits. Existing quality documents that meet the requirements of this task order may continue to be used. If any quality documentation is disapproved or requires revisions, the contractor shall correct the problem(s) and submit revised documentation NLT 2 weeks after initial disapproval notification. The contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the prime's internal audit system. The Government reserves the right to disapprove the contractor's and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level. The Government reserves the right to participate in the process improvement elements of the contractor's quality assurance plan or quality system, and development of quality related documents. At a minimum, the contractor shall ensure their quality system meets the following key criteria:

- Establish documented, capable, and repeatable processes
- Track issues and associated changes needed
- Monitor and control critical process, product, and service variations
- Establish mechanisms for feedback of field product and service performance
- Implement and effective root-cause analysis and corrective action system
- Establish methods and procedures and create data used for continuous process improvement

7.2 MANAGE QUALITY COMPLIANCE

7.2.1 General

The contractor shall have quality processes or a Quality Management System (QMS) processes in place that coincide with the Government's Manage Quality processes which address Quality Control, Quality Assurance, Software Quality, and/or project Quality System tasks. The contractor shall use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. As applicable, the contractor shall also support and/or participate in Acquisition Milestones, Phases, and Decision Points, which are standard elements of the Defense Acquisition System and support DoDD 5000.01 and DoDI 5000.02. The contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment and objective evidence of Lean Six Sigma, Risk Management, and System Engineering methodologies; and System and Software Engineering best practices. As part of a team, the contractor shall support projects at SPAWARSYSCEN Atlantic that are currently, or in the process of, being assessed under a Capability Maturity Model Integration (CMMI) program. The contractor shall be required to utilize the processes and procedures already established for the project and deliver products that are compliant with the aforementioned processes and procedures that is commensurate with the CMMI level the government project is at or working towards. Contractor is not required to have a formal CMMI appraisal; however, possession is desired.

7.2.2 Navy Shore work

The contractor shall ensure the quality of all services provided under this task order conforms to high standards, such as ISO 9001 in the relevant profession, trade or field of endeavor. Upon task order award, the prime contractor shall have in place, an existing Government approved QMS by the project Quality representative.

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7.3 QUALITY ASSURANCE

The contractor shall perform all quality assurance process audits necessary in the performance of the various tasks as assigned and identified in the contractor's Quality Assurance Plan (QAP) or by the respective WBS, POA&M, or quality system/QMS documentation in support of continuous improvement. The contractor shall deliver related QAP and any associated procedural documents upon request. The Government reserves the right to perform any additional audits deemed necessary to assure that the contractor processes, products, and related services, documents, and material meet the prescribed requirements and to reject any or all processes or related products, services, documents, and material in a category when noncompliance is established.

7.4 QUALITY CONTROL

The contractor shall perform all quality control inspections necessary in the performance of the various tasks as assigned and identified in the contractor QAP or by the respective WBS, POA&M, or quality system/QMS documentation. The contractor shall have the following related quality objective evidence available for Government review:

- Detailed incoming receipt inspection records
- First article inspection records
- Certificates of Conformance
- Detailed sampling inspection records based upon MIL-STD-1916 (Verification Level III)
- Quality Measurement and Analysis metrics/data

The Government reserves the right to perform any inspections or pull samples as deemed necessary to assure that the contractor provided services, documents, material, and related evidence meet the prescribed requirements and to reject any or all services, documents, and material in a category when nonconformance is established.

8.0 SECURITY

8.1 ORGANIZATION

8.1.1 Security Classification

As specified in the DoD Contract Security Classification Specification, DD Form 254, the contractor shall perform classified work under this task order. The contractor shall have a **TOP SECRET** facility clearance (FCL) within ninety (90) days of award and prior to commencement of classified work.

8.1.1.1 U.S. Government security clearance eligibility is required to access and handle classified and certain controlled unclassified information (CUI), attend program meetings, and work within restricted areas unescorted. The contractor shall not generate any SCI deliverables.

8.1.1.2 This task order allows for various levels of security to support specific PWS tasks. The following table outlines the minimum required security clearance per task. The contractor shall provide personnel meeting the specific minimum personnel clearance (PCL) to support the PWS tasks listed below

Required Security Clearance	PWS Task Paragraph
Top Secret	3.2.1.1, 3.2.1.3, 3.2.1.5, 3.2.1.7, 3.2.1.9, 3.2.1.11

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Secret	3.2.1.2, 3.2.1.4, 3.2.1.6 3.2.1.8, 3.2.1.10, 3.2.1.12, 3.2.1.13, 3.2.1.14, 3.2.1.15, 3.2.1.16, 3.2.1.17
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8.1.2 Security Officer

The contractor shall appoint a Facility Security Officer (FSO) to support those contractor personnel requiring clearance and/or access to Government facility/installation and/or access to information technology systems under this task order. The FSO is typically key management personnel who is the contractor's main POC for security issues. The FSO shall have a U.S. Government security clearance equal to or higher than the FCL required on this/task order. The FSO shall be responsible for tracking the security requirements for all personnel (subcontractors included) utilized on task order. Responsibilities include tracking all personnel assigned Government badges and entering/maintaining personnel security mandatory training information within the Staffing Plan document, which is an attachment to the task order status report (TOSR) (CDRL A005), and if applicable, updating and tracking data in the CSWF Report (CDRL A007).

8.2 PERSONNEL

The contractor shall conform to the security provisions of DoDI 5220.22/DoD 5220.22-M – National Industrial Security Program Operating Manual (NISPOM), SECNAV M-5510.30, DoD 8570.01-M, and the Privacy Act of 1974. Prior to any labor hours being charged on this task order, the contractor shall ensure all personnel (including administrative and subcontractor personnel) have obtained and can maintain favorable background investigations at the appropriate level(s) for access required for the task order, and if applicable, are certified/credentialed for the CSWF. A favorable background determination is determined by either a Tier 1 (T1) investigation, Tier 3 (T3) investigation, or Tier 5 (T5) investigation and favorable Federal Bureau of Investigation (FBI) fingerprint checks. Investigations are not necessarily required for personnel performing unclassified work who do not require access to Government installations/facilities, Government IT systems and IT resources, or SPAWARSYSCEN Atlantic information. *Cost to meet these security requirements is not directly chargeable to task order.*

NOTE: If a final determination is made that an individual does not meet or cannot maintain the minimum security requirements, the contractor shall permanently remove the individual from SPAWARSYSCEN Atlantic facilities, projects, and/or programs. If an individual who has been submitted for a fitness determination or security clearance is "denied," receives an "Interim Declination," or unfavorable fingerprint, the contractor shall remove the individual from SPAWARSYSCEN Atlantic facilities, projects, and/or programs until such time as the investigation is fully adjudicated or the individual is resubmitted and is approved. All contractor and subcontractor personnel removed from facilities, projects, and/or programs shall cease charging labor hours directly or indirectly on task orders.

8.2.1 Personnel Clearance

Some personnel associated with this task order shall possess a SECRET personnel security clearance (PCL). These programs/tasks include, as a minimum, contractor personnel having the appropriate clearances required for access to classified data as applicable. Prior to starting work on the task, contractor personnel shall have the required clearance granted by the DoD CAF and shall comply with IT access authorization requirements. In addition, contractor personnel shall possess the appropriate IT level of access for the respective task and position assignment as applicable per DoDI 8500.01, DoD Instruction for Cybersecurity. Any future revision to the respective directive and instruction will be applied as a task order modification. Contractor personnel shall handle and safeguard any Controlled Unclassified Information (CUI) and/or classified information in accordance with appropriate Department of Defense, Navy, and SPAWARSYSCEN Atlantic security regulations. The contractor shall immediately report any security violation to the SPAWARSYSCEN Atlantic Security Management Office, the COR, and Government Project Manager.

8.2.1.1 The following labor categories shall meet the required minimum personnel clearances (PCL):

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Labor Category	Required Minimum Personnel Security Clearance (PCL)
Program Manager	Secret
Project Manager	Secret
Administrative Assistant (01020)	Secret
Engineer/Scientist 4	Secret
Engineer/Scientist 3	Secret
Subject Matter Expert (SME) 4	Top Secret
Subject Matter Expert (SME) 3	Top Secret
Subject Matter Expert (SME) 2	Secret
Graphic Artist (15080)	Secret

8.2.2 Access Control of Contractor Personnel

8.2.2.1 Physical Access to Government Facilities and Installations

Contractor personnel shall physically access Government facilities and installations for purposes of site visitation, supervisory and quality evaluation, work performed within Government spaces (either temporary or permanent), or meeting attendance. Individuals supporting these efforts shall comply with the latest security regulations applicable to the Government facility/installation.

(a) The majority of Government facilities require contractor personnel to have an approved visit request on file at the facility/installation security office prior to access. For admission to SPAWARSYSCEN Atlantic facilities/installations, the contractor shall forward a visit request to Joint Personnel Adjudication System (JPAS) /SMO 652366, or submit request on company or agency letterhead by fax to (843)218-4045 or mail to Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office. For visitation to all other Government locations, the contractor shall forward visit request documentation directly to the on-site facility/installation security office.

(b) Depending on the facility/installation regulations, contractor personnel shall present a proper form of identification(s) and vehicle proof of insurance or vehicle rental agreement. NOTE: SPAWARSYSCEN Atlantic facilities located on Joint Base Charleston require a Common Access Card (CAC) each time physical installation access is required. Contractor shall contact SPAWARSYSCEN Atlantic Security Office directly for latest policy.

(c) All contractor persons engaged in work while on Government property shall be subject to inspection of their vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department at that location.

8.2.2.2 Identification and Disclosure Requirements

Contractor and subcontractor employees shall take all means necessary to not represent themselves as Government employees. All contractor personnel shall follow the identification and Government facility disclosure requirement as specified in contract clause 5252.237-9602, Contractor Identification.

8.2.2.3 Government Badge Requirements

Some contract personnel shall require a Government issued picture badge in accordance with contract clause 5252.204-9202, Contractor Picture Badge. While on Government installations/facilities, contractors shall abide by each site's security badge requirements. Various Government installations are continually updating their security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for obtaining and complying with the latest security identification requirements for their personnel. Contractors shall submit valid paper work (e.g., site visit request, request for picture badge, and/or SF-86 for CAC) to the applicable Government security office via the COR. The contractor FSO shall track all personnel holding local Government badges at the task order level.

8.2.2.4 Common Access Card (CAC) Requirements

Some Government facilities/installations (e.g., Joint Base Charleston) require contractor personnel to have a CAC

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for physical access to the facilities or installations. Contractors supporting work that requires access to any DoD IT/network also requires a CAC. Granting of logical and physical access privileges remains a local policy and business operation function of the local facility. The contractor is responsible for obtaining the latest facility/installation and IT CAC requirements from the applicable local Security Office. When a CAC is required to perform work, contractor personnel shall be able to meet all of the following security requirements prior to work being performed:

- (a) Pursuant to DoDM 1000.13-V1, issuance of a CAC is based on the following four criteria:
1. eligibility for a CAC – to be eligible for a CAC, Contractor personnel’s access requirement shall meet one of the following three criteria: (a) individual requires access to multiple DoD facilities or access to multiple non-DoD federally controlled facilities on behalf of the SPAWARSYSCEN Atlantic on a recurring bases for a period of 6 months or more, (b) individual requires both access to a DoD facility and access to DoD network on site or remotely, or (c) individual requires remote access to DoD networks that use only the CAC logon for user identification.
 2. verification of DoD affiliation from an authoritative data source – CAC eligible personnel must be registered in the Defense Enrollment Eligibility Reporting Systems (DEERS) through either an authoritative personnel data feed from the appropriate Service or Agency or Trusted Associated Sponsorship System (TASS).
 3. completion of background vetting requirements according to FIPS PUB 201-2 and DoD 5200.2-R – at a minimum, the completion of FBI fingerprint check with favorable results and submission of a T1 investigation to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation. NOTE: Contractor personnel requiring logical access shall obtain and maintain a favorable T3 investigation. Contractor personnel shall contact the SPAWARSYSCEN Atlantic Security Office to obtain the latest CAC requirements and procedures.
 4. verification of a claimed identity – all contractor personnel shall present two forms of identification in its original form to verify a claimed identity. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 115-0136, Employment Eligibility Verification. Consistent with applicable law, at least one document from the Form I-9 list must be a valid (unexpired) State or Federal Government-issued picture identification (ID). The identity documents will be inspected for authenticity, scanned, and stored in the DEERS.
- (b) When a contractor requires logical access to a Government IT system or resource (directly or indirectly), the required CAC will have a PKI. A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Pursuant to DoDM 1000.13-V1, CAC PKI certificates will be associated with an official Government issued e-mail address (e.g. .mil, .gov, .edu). Prior to receipt of a CAC with PKI, contractor personnel shall complete the mandatory Cybersecurity Awareness training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the task order specified COR. Note: In order for personnel to maintain a CAC with PKI, each contractor employee shall complete annual cybersecurity training. The following guidance for training and form submittal is provided; however, contractors shall seek latest guidance from their appointed company Security Officer and the SPAWARSYSCEN Atlantic Information Systems Security Management (ISSM) office:
1. For annual DoD Cybersecurity/IA Awareness training, contractors shall use this site: <https://twms.nmci.navy.mil/>. For those contractors requiring initial training and do not have a CAC, contact the SPAWARSYSCEN Atlantic ISSM office at phone number (843)218-6152 or e-mail questions to ssc_lant_iam_office.fcm@navy.mil for additional instructions. Training can be taken at the IAM office or online at <https://iase.disa.mil/Pages/index.aspx>.
 2. For SAAR-N form, the contractor shall use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the SPAWARSYSCEN Atlantic ISSM office at or from the website: <https://navalforms.documentservices.dla.mil/>. Digitally signed forms will be routed to the ISSM office via encrypted e-mail to ssclant_it_secmgmt@navy.mil.

8.2.2.5 Contractor Check-in and Check-out Procedures

All SPAWARSYSCEN Atlantic contractor personnel requiring or possessing a Government badge and/or CAC for facility and/or IT access shall have a SPAWARSYSCEN Atlantic Government sponsor and be in compliance with the most current version of Contractor Check-in and Check-out Instruction and Forms as posted on the Command Operating Guide (COG) website. Throughout task order performance, the contractor shall provide necessary employee information and documentation for employees hired, transferred, and/or terminated in support of this

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task order within the required timeframe as cited in the Check-in and Check-out instructions. The contractor (FSO, if applicable) shall ensure all contractor employees whose services are no longer required on this task order return all applicable Government documents/badges to the appropriate Government representative. NOTE: If the contractor does not have access to the SPAWARSYSCEN Atlantic COG website, the contractor shall get all necessary instruction and forms from the COR.

8.2.2.6 Accessing Navy Enterprise Resources Planning (ERP) System

Contractor personnel shall not access the Navy Enterprise Resource Planning (Navy ERP) system.

8.2.3 Security Training

Applicable for unclassified and classified contracts, contractor personnel (including subcontractors) shall complete all required mandatory Government training in accordance with COMSPAWARSYSCOM Code 80330 mandatory training webpage: <https://wiki.spawar.navy.mil/confluence/display/HQ/Employee+Mandatory+Training>.

Contractors without access to the SPAWAR webpage shall coordinate with the COR concerning mandatory training as listed on the training webpage.

8.2.3.1 The contractor shall be responsible for verifying applicable personnel receive all required training. At a minimum, the contractor (FSO, if applicable) shall track the following information: security clearance information; dates possessing CACs; issuance and expiration dates for SPAWARSYSCEN Atlantic badge; Cybersecurity training; Privacy Act training; Personally Identifiable Information (PII) training; CSWF certifications; etc. The contractor shall report individual contractor personnel training status by completing and updating the monthly task order status report (TOSR) Staffing Plan (CDRL A005 Attachment 1 of Exhibit A), Training tab. For Cybersecurity Workforce (CSWF) contractor personnel, all mandatory cybersecurity training and certifications shall be reported in the CSWF Report (CDRL A007).

8.2.3.2 The contractor shall educate employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the PWS in accordance with DoD 5220.22-M.

8.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS

Security programs are oriented towards protection of classified information and material. Operations Security (OPSEC) is an operations function which involves the protection of any critical information – focusing on unclassified information that may be susceptible to adversary exploitation. Pursuant to DoDD 5205.02E and SPAWARINST 3432.1, SPAWARSYSCEN Atlantic's OPSEC program implements requirements in DoD 5205.02-M – OPSEC Program Manual and SPAWARSYSCENLANTINST 3070.1B. Note: OPSEC requirements are applicable when task order personnel have access to either classified information or unclassified Critical Program Information (CPI)/sensitive information.

8.3.1 Local and Internal OPSEC Requirement

Contractor personnel, including subcontractors if applicable, shall adhere to the OPSEC program policies and practices as cited in the SPAWARINST 3432.1 and existing local site OPSEC procedures. The contractor shall development their own internal OPSEC program specific to the task order and based on SPAWARSYSCEN Atlantic OPSEC requirements. At a minimum, the contractor's program shall identify the current SPAWARSYSCEN Atlantic site OPSEC Officer/Coordinator.

8.3.2 OPSEC Training

Contractor shall track and ensure applicable personnel receive initial and annual OPSEC awareness training in accordance with requirements outline in the Security Training, Para 8.2.3. OPSEC training requirements are applicable for personnel during their entire term supporting this SPAWARSYSCEN Atlantic task order.

8.3.3 SPAWARSYSCEN Atlantic OPSEC Program

Contractor shall participate in SPAWARSYSCEN Atlantic OPSEC program briefings and working meetings, and

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the contractor shall complete any required OPSEC survey or data call within the timeframe specified.

8.3.4 Classified Contracts

OPSEC requirements identified under a classified contract shall have specific OPSEC requirements listed on the DD Form 254.

8.4 EFFECTIVE USE OF CONTROLS

The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc.) at all times to protect task order related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. The contractor shall ensure provisions are in place that will safeguard all aspects of information operations pertaining to this task order in compliance with all applicable PWS references. In compliance with Para 6.4.2.1, the contractor shall ensure Data-at-Rest is required on all portable electronic devices including storage of all types. Encryption/digital signing of communications is required for authentication and non-repudiation. The contractor shall follow minimum standard in SECNAV M-5510-36 for classifying, safeguarding, transmitting, and destroying classified information.

9.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Government Furnished Information (GFI) is Government owned intellectual property provided to contractors for performance on a task order. For the purposes of this task order, GFI includes manuals, technical specifications, maps, building designs, schedules, drawings, test data, etc. Depending on information contained in a document, the contractor shall comply with additional controls (e.g., completion of a Non-Disclosure Agreements, etc.) for access and distribution.

GFI is utilized on this task order. Any applicable document (PWS Para 16.0) not available online, the Government will provide document as GFI listed in the table below. The contractor shall inventory all GFI by tracking distribution and location and provide a GFI inventory to the Government. The contractor shall use the GFI provided to support this task order only – use of GFI document(s) to support other projects beyond this task order is not allowed. Unless otherwise specified, all GFI will be provided by the Government by the estimated delivery date listed in the table below, and the contractor shall return all GFI to the Government at completion of the task order. If a contractor requires additional GFI other than what is listed, the contractor shall submit a request to the COR within 30 days after task order award.

Item #	Description	GFI Estimated Delivery Date
1	System Requirements Specification	14 days after task order award
2	System Test Plan	14 days after task order award
3	Training System Support Documents	14 days after task order award

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4	System Interface Manual	14 days after task order award
5	System Requirement Verification Matrix	14 days after task order award
6	NSERC	14 days after task order award
7	Training Information Electronic Resource Systems (TIERS)	14 days after task order award
8	Common Problem Reporting System (CPRS)	14 days after task order award

10.0 GOVERNMENT PROPERTY

As defined in FAR Part 45, Government property is property owned or leased by the Government which includes Government-furnished property (GFP) and Contractor-acquired property (CAP). Government property is material, equipment, special tooling, special test equipment, and real property.

GFP will not be provided and CAP is not anticipated on this task order.

NOTE: NMCI computers will be assigned to a contractor. Prior to a NMCI computer being removed from a Government facility, the contractor employee shall possess at all times a Property Pass (OF-7) with each NMCI asset that will be authorized and signed by the COR or other authorized Government personnel. Although NMCI assets are not tracked as GFP, the contractor shall separately track and report all NMCI assets assigned to all contractor employees for use on this task order. For reporting purposes, the contractor shall include a list of NMCI assets assigned to this task order (separate from the GFP inventory list) in the TOSR (CDRL A005).

11.0 TRAVEL

11.1 LOCATIONS

The contractor shall be prepared to travel to the following locations. Prior to any travel taken in support of this task order, the contractor shall obtain COR concurrence. The applicable countries include the following: Guam and Hawaii. Prior to travel, the contractor shall meet all necessary travel requirements for their company and personnel to support work in the noted foreign OCONUS sites.

CLIN 9001/9101/9201/9301/9401 (PMW 770 RDTE)

# Trips	# People	# Days/Nights	From (Location)	To (Location)
1	1	5/4	Charleston, SC	Newport, RI

CLIN 9001/9101/9201/9301/9401 (PMW 770 OPN)

# Trips	# People	# Days/Nights	From (Location)	To (Location)
3	1	5/4	Charleston, SC	San Diego, CA
1	2	5/4	Charleston, SC	Kings Bay, GA

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1	2	5/4	Charleston, SC	Bangor, WA
3	2	5/4	Charleston, SC	Groton, CT
1	1	5/4	Charleston, SC	Pearl Harbor, HI
1	1	5/4	Charleston, SC	Norfolk, VA
1	1	5/4	Charleston, SC	Guam

11.2 MEDICAL SCREENING FOR FLEET SUPPORT

Pursuant to COMUSFLTFORCOM/COMPACFLTINST 6320.3A, all contractor personnel (including subcontractors) embarking as members of the crew or as guest onboard a U.S. Naval vessel shall have current medical and dental screening and timely paperwork submitted as specified in the instructions. Those personnel with a significant chronic disease or condition that requires frequent medical monitoring and/or treatment shall not be allowed to embark aboard any U.S. Naval vessel.

11.3 OCONUS TRAVEL REQUIREMENTS

Pursuant to SPAWARSCENLANTINST 12910.1B, DoDI 3020.41, and the latest DoD Foreign Clearance Guide requirements, the contractor shall travel outside the continental United States (OCONUS) sites to support deployed forces.

11.3.1 General OCONUS Requirements

The contractor shall ensure compliance with applicable clauses and travel guide requirements prior to traveling to each of the specified travel locations. The contractor shall be responsible for knowing and understanding all travel requirements as identified by the applicable combatant command (CCMD) and country. The contractor shall be responsible for submitting applicable deployment forms and/or deployment packages (CDRL A014) to the COR or task order technical POC and SPAWARSCEN Atlantic Deployment Manager no later than 30 days prior to travel. For all OCONUS travel, the contractor shall submit an official OCONUS Travel Form (SPAWARSCENLANT 12990/12) and shall ensure all OCONUS travel has an approved Aircraft and Personnel Automated Clearance System (APACS) request. The task order COR will provide a blank travel form after task order award.

11.3.2 OCONUS Immunization Requirements

Pursuant to DoDI 6205.4, SPAWARSCENLANTINST 12910.1B, and any additional DON specific requirements, contractor employees who deploy to OCONUS locations both shore and afloat shall require up to date immunizations.

12.0 SAFETY ISSUES

12.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

The contractor shall be responsible for ensuring the safety of all company employees, other working personnel, and Government property. The contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to the task orders. Without Government assistance, the contractor shall make certain that all safety requirements are met, safety equipment is provided, and safety procedures are documented as part of their quality management system. If performing within Government facilities, contractor shall immediately report any accidents involving Government or contractor personnel injuries or property/equipment damage to the Contracting Officer and COR. Additionally, the contractor is responsible for securing the scene and impounding evidence/wreckage until released by the COR or on-site Government representative.

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13.0 SUBCONTRACTING REQUIREMENTS

13.1 APPROVED SUBCONTRACTORS

In accordance with FAR clause 52.244-2, prior to a prime contractor utilizing a subcontractor, the subcontractor is required to be approved by the Contracting Officer at the basic contract. As a team member, the subcontractor may be proposed on any upcoming task order competition but is not automatically approved for use on any pre-existing task order. After task order award, the prime contractor shall submit a written request to the Contracting Officer requesting approval to add any new subcontractors.

14.0 ACCEPTANCE PLAN

Inspection and acceptance is performed by the COR on all services, data, and non-data deliverables in accordance with the QASP, Attachment 7.

15.0 OTHER CONDITIONS/REQUIREMENTS

15.1 NON-DISCLOSURE AGREEMENT (NDA) REQUIREMENTS

All contractor personnel who receive or have access to proprietary information shall sign and abide by a non-disclosure agreement, **Attachment 3**.

15.2 FUNDING ALLOCATION

This task order is funded with multiple appropriations with various Accounting Classification Reference Numbers (ACRNs) which may or may not cross multiple contract performance years. Depending on the services performed and the applicable timeframe, the contractor shall invoice cost in accordance with Section B, Section C, and Section G of the task order award. Unless otherwise advised, the contractor shall itemize all summary of work and financial information in the TOSR CDRL by each task order funding CLIN. The ability of the contractor to perform adequate billing and accounting will be reflected in the contractor's annual Government CPAR rating.

16.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

The contractor shall ensure all work accomplished utilizes the latest, relevant industry practices and standards when applicable unless otherwise indicated by text. In accordance with Defense Acquisition Policy, maximum utilization of non-Government standards will be made wherever practical.

16.1 REQUIRED DOCUMENTS

The contractor shall utilize the following mandatory documents in support of this task order. The documents referenced in this section list the minimum version dates; however, the contractor shall meet requirements for any referenced document including subsequent updates applicable at time the task order request for proposal is posted.

	Document Number	Title
a.	DoD 5200.2-R	DoD Regulation – Personnel Security Program dtd Jan 87 (and subsequent revisions)
b.	DoDM 5200.01	DoD Manual – Information Security Program Manual dtd 24 Feb 12
c.	DoDD 5205.02E	DoD Directive – Operations Security (OPSEC) Program dtd 20 Jun 12
d.	DoD 5205.02-M	DoD Manual – Operations Security (OPSEC) Program Manual dtd 3 Nov 08
e.	DoD 5220.22-M	DoD Manual – National Industrial Security Program Operating Manual (NISPOM) dtd 28 Feb 06

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	Document Number	Title
f.	DoDI 5220.22	DoD Instruction – National Industrial Security Program (NISP) dtd 18 Mar 11
g.	DoDI 6205.4	DoD Instruction – Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense dtd 14 Apr 00
h.	DoDI 8500.01	DoD Instruction – Cybersecurity dtd 14 Mar 14
i.	DoDI 8510.01	DoD Instruction – Risk Management Framework (RMF) for DoD Information Technology (IT) dtd 12 Mar 14
j.	DoD 8570.01-M	DoD Manual – Information Assurance Workforce Improvement Program dtd 19 Dec 05 with Change 3 dtd 24 Jan 12 and Change 4 dtd 10 Nov 15 (and subsequent revisions)
k.	SECNAV M-5239.2	Secretary of the Navy Manual – DON Information Assurance Workforce Management Manual dtd May 2009 (and subsequent revisions)
l.	SECNAV M-5510.30	Secretary of the Navy Manual – DoN Personnel Security Program dtd Jun 2006
m.	SECNAVINST 5239.3B	Secretary of the Navy Instruction – DoN Information Assurance Policy dtd 17 Jun 09
n.	SECNAVINST 5510.30	Secretary of the Navy Instruction – DoN Regulation – Personnel Security Program dtd 6 Oct 06
o.	SPAWARINST 3432.1	Space and Naval Warfare Instruction – Operations Security (OPSEC) Policy dtd 2 Feb 05
p.	SPAWARINST 5721.1B	Space and Naval Warfare Instruction – Section 508 Implementation Policy dtd 17 Nov 09
q.	SPAWARSYSCENLANTINST 3070.1B	Space and Naval Warfare Systems Center Atlantic Instruction – Operations Security Policy dtd 20 Jan 17
r.	SPAWARSYSCENLANTINST 12910.1B	Space and Naval Warfare Systems Center Atlantic Instruction – Deployment of Government and Contractor Personnel Outside the Continental Unlisted States dtd 23 Aug 16
s.	COMUSFLTFORCOM/COMPACFLTINST 6320.3A	Commander US Fleet Forces Command/Commander US Pacific Fleet Instruction, Medical Screening For US Govt Civilian Employees, Contractor Personnel, and Guests prior to embarking Fleet Units dtd 7 May 13
t.	Privacy Act of 1974	United States federal law, Pub.L. 93–579, 88 Stat. 1896, dtd December 31, 1974, 5 U.S.C. § 552a

16.2 GUIDANCE DOCUMENTS

The contractor shall utilize the following guidance documents in support of this task order. The documents referenced in this section list the minimum version dates; however, the document's effective date of issue is the task order's request for proposal issue date.

	Document Number	Title
a.	DoDM 1000.13-V1	DoD Manual – DoD Identification Cards: ID card Life-Cycle, Volume 1, dtd 23 Jan 14
b.	DoDI 3020.41	DoD Instruction – Operational Contract Support (OCS) dtd 20 Dec 10

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	Document Number	Title
c.	DoDD 5000.01	DoD Directive – The Defense Acquisition System
d.	DoDI 5000.02	DoD Instruction – Operation of the Defense Acquisition System
e.	ISO/IEC 12207	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – Software Life Cycle Processes
f.	IEEE Std 12207-2008	Institute of Electrical and Electronics Engineers – Systems and Software Engineering, Software Life Cycle Processes
g.	HSPD-12	Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors dtd 27 Aug 04
h.	FIPS PUB 201-2	Federal Information Processing Standards Publication 201-2 – Personal Identity Verification (PIV) of Federal Employees and Contractors, August 2013
i.	Form I-9, OMB No. 115-0136	US Department of Justice, Immigration and Naturalization Services, Form I-9, OMB No. 115-0136 – Employment Eligibility Verification
j.	N/A	NAVSEA Standard Items (NSI) – http://www.navsea.navy.mil/
k.	N/A	SPAWARSYSCEN Atlantic Contractor Check-in portal – https://wiki.spawar.navy.mil/confluence/display/SSCACOG/Contractor+Checkin
l.	N/A	COMSPAWARSYSCOM Code 80330 mandatory training webpage – https://wiki.spawar.navy.mil/confluence/display/HQ/Employee+Mandatory+Training
m.	N/A	DoD Foreign Clearance Guide – https://www.fcg.pentagon.mil/fcg.cfm

16.3 SOURCE OF DOCUMENTS

The contractor shall obtain all applicable documents necessary for performance on this task order. Many documents are available from online sources. Specifications and commercial/industrial documents may be obtained from the following sources:

Copies of Federal Specifications may be obtained from General Services Administration Offices in Washington, DC, Seattle, San Francisco, Denver, Kansas City, MO., Chicago, Atlanta, New York, Boston, Dallas and Los Angeles.

Copies of military specifications may be obtained from the Commanding Officer, Naval Supply Depot, 3801 Tabor Avenue, Philadelphia, PA 19120-5099. Application for copies of other Military Documents should be addressed to Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, PA 19120-5099.

All other commercial and industrial documents can be obtained through the respective organization's website.

5252.237-9600 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

(a) Personnel assigned to or utilized by the Contractor in the performance of this task order shall, as a minimum, meet the experience, educational, or other background requirements set forth in *Attachment 4* and shall be fully capable of performing in an efficient, reliable, and professional manner.

(b) If the Ordering Officer questions the qualifications or competence of any persons performing under the task order, the burden of proof to sustain that the persons is qualified as prescribed herein shall be

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upon the contractor.

(c) The Contractor must have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the task orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

(d) When determining if educational and experience requirements are acceptable, the following criteria are applicable:

1. To ensure that postsecondary education possessed by individuals meets an acceptable level of quality, educational degrees shall come from accredited institutions or programs. See www.ed.gov for more accreditation information. At a minimum, to receive credit for a Master and Doctorate, all degrees shall be earned from an institution that has been regionally accredited by one of the six associations: MSA, NASC, NCA, NEASC, SACS, and WASC.
2. Bachelors of Science (BS) or Associate's (AS) degrees in Applied Science, Computing, Engineering, and Technology shall be from an Accreditation Board for Engineering and Technology (ABET) accredited program (see www.abet.org).
3. When not specified, higher education above a labor category's minimum can be credited as years of experience as long as the higher degree is within the same required field of study as the minimum degree required. The following Educational credit applies: a MS degree equals four (4) years of experience and a PhD degree equals five (5) years of experience.
4. Technology degrees do not qualify as Engineering or Physical Science Degrees.
5. Engineering Positions require Engineering degrees or written (vs. grandfathered) State PE License.
6. SCA titles and reference numbers are in accordance with Contract Act Directory of Occupations (Fifth Edition), published in www.dol.gov.
7. Applicable for Logistics Labor Categories only: DAWIA Certification for Contractors – Contractor personnel that do not have Government DAWIA certification courses may demonstrate an equivalency in terms of academic degrees, courses completed, and experience as that of their counterparts in the DAWIA workforce.
Equivalency for the following classes must be provided as follows: Level 1 - (1) Fundamentals of Systems Acquisition Management, (2) Acquisition Logistics Fundamentals, (3) Systems Sustainment Management; Level 2 – (1) Level 1 classes, (2) Intermediate Systems Acquisition, (3) Intermediate Acquisition Logistics, (4) Performance Based Logistics; Level 3 – (1) Level 1 and 2 Classes, (2) Executive Life Cycle Logistics Management, (3) Reliability and Maintainability. Additional explanation of courses or requirements can be found at the Defense Acquisition University web site (<http://www.dau.mil/>).
8. Applicable for IA/IW Labor Categories: Contractor personnel supporting IA functions shall be certified prior to being engaged in IA related work and be in full compliance with DoD 8570.1-M and DoDD 8570.1 This includes personnel being certified/accredited at the appropriate levels of IAT I-III and IAM I-III as appropriate. This will be verified by the contracting officer who will ensure that contractor personnel are entered in to the Defense Eligibility Enrollment System (DEERS) or other appropriate database. Contractor personnel not certified within 6 months of assignment of IA duties or who fail to maintain their certified status will not be permitted to carry out the responsibilities of the position, and

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shall be replaced with a contractor who does meet the minimum certification requirements as mandated above.

9. Applicable for Labor Categories providing Information Technology design and development support: In addition to educational requirements, TO personnel shall be required to meet vendor/platform certification. The following lists the applicable TO labor categories with their corresponding minimum personnel qualifications – specific educational or experience requirements are noted in *Attachment 4*.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

REFERENCE CLAUSE TITLE & DATE

52.246-5 INSPECTION OF SERVICES COST-REIMBURSEMENT (APR 1984)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7001	12/24/2018 - 12/23/2019
7002	5/16/2019 - 12/23/2019
7003	12/24/2018 - 12/23/2019
7004	12/24/2018 - 12/23/2019
7005	12/24/2018 - 12/23/2019
7006	12/24/2018 - 12/23/2019
7007	12/24/2018 - 12/23/2019
7008	12/24/2018 - 12/23/2019
7009	12/24/2018 - 12/23/2019
7010	12/24/2018 - 12/23/2019
7011	12/24/2018 - 12/23/2019
7012	12/24/2018 - 12/23/2019
7013	12/24/2018 - 12/23/2019
7014	12/24/2018 - 12/23/2019
7015	12/24/2018 - 12/23/2019
7016	12/24/2018 - 12/23/2019
7017	12/24/2018 - 12/23/2019
9001	12/24/2018 - 12/23/2019
9002	5/16/2019 - 12/23/2019

Base Year: Date of award through one year thereafter.

Option Periods: Date of Option Exercise through twelve (12) months thereafter.

The above periods of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the task order clause at FAR 52.217-9 "Option to Extend the Term of the Contract".

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.204-9202 CONTRACTOR PICTURE BADGE (JUL 2013)

(a) A contractor picture badge may be issued to contractor personnel by SPAWARSYSCEN Atlantic upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the task order authorizes performance at SPAWARSYSCEN Atlantic prior to completion of the picture badge request.

(b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.

(c) At the completion of the contract, the contractor shall forward to SPAWARSYSCEN Atlantic a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

5252.209-9206 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this task order for the base and all available options shall be 276,000.0 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) 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 1,061.0 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

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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) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE - Expended LOE)

Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) 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.

(i) 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 and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Alternative worksite arrangements are not permitted on this Task Order.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Text)

**5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION
(APRIL 2010)**

(a) Definition.

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“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ Information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR’s responsibilities under the Freedom of Information Act are not affected by this clause.

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(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

(End of clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) -- ALTERNATE II (SEPT 2001)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or
- (iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while

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in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's 60 home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

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(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

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separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

**5252.242-9518 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)
(NAVAIR) (FEB 2009)**

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (DoD Deviation 99-O0002). The frequency and type of CPARS reports (initial, intermediate, final, out-of-cycle, and addendum) shall be as required in the DoD CPARS Policy Guide that is available at: <http://www.cpars.csd.disa.mil/cparsmain.htm>

(b) For orders placed against contracts and agreements the contractor's performance shall be assessed on an order-by-order basis [X] or total contract/agreement basis [].

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SECTION I CONTRACT CLAUSES

REFERENCE CLAUSE TITLE & DATE

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)
 252.246-7006 WARRANTY TRACKING OF SERIALIZED ITEMS (MAR 2016)
 252.246-7008 SOURCES OF ELECTRONIC PARTS (DEC 2017)

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 prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

52.222-42 -- Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
 It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Administrative Assistance (SCA 01020)	GS-4
Graphic Artist (SCA 15080)	GS-9

(End of Clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

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

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means—

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique

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identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at

http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency. “Government’s unit acquisition cost” means—

- (1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subtitle, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

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“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [/uid/uii_types.htmlhttp://www.acq.osd.mil/dpap/pdi.](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html)

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government’s unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(ii) Items for which the Government’s unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

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Contract Line, Subline, or

Exhibit Line Item Number Item Description

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number _____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number _____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology – International symbology specification – Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that—

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

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- (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;
- (C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and
- (D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.
- (ii) The issuing agency code—
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
 - (2) Unique item identifier type.
 - (3) Issuing agency code (if concatenated unique item identifier is used).
 - (4) Enterprise identifier (if concatenated unique item identifier is used).
 - (5) Original part number (if there is serialization within the original part number).
 - (6) Lot or batch number (if there is serialization within the lot or batch number).
 - (7) Current part number (optional and only if not the same as the original part number).
 - (8) Current part number effective date (optional and only if current part number is used).
 - (9) Serial number (if concatenated unique item identifier is used).
 - (10) Government's unit acquisition cost.
 - (11) Unit of measure.
 - (12) Type designation of the item as specified in the contract schedule, if any.
 - (13) Whether the item is an item of Special Tooling or Special Test Equipment.
 - (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the

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Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

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- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods—

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (*fill in*) for Embedded Items, Contract Data Requirements List, DD Form 1423.____, Unique Item Identifier Report

(g) *Subcontracts* If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

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

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

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

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

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

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software documentation.

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

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

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

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

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

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

(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

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competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

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

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

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

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

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar

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work was specified as an element of performance;

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

(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

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time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) *Limited rights.*

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

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

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

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

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

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to

covered Government support contractors;

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

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

Date _____
Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are 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 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.

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for

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data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Marked with Restrictive Legends.

(7) “Developed” means that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

(2) *Government purpose rights.*

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

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

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

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

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

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of Government Furnished Information Marked with Restrictive Legends.

(3) *Restricted rights.*

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

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

(iii) The Contractor acknowledges that—

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

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

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

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

(4) *Specifically negotiated license rights.*

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

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

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

(i) The parties have agreed otherwise; or

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

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the

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recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____
Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are

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restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

RESTRICTED RIGHTS

Contract No.
Contractor Name
Contractor Address

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

(1) *Unjustified computer software or computer software documentation markings.* The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively.

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

(End of clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the

Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate

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the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1A and 1B - Reference Information Sheet

Attachment 3 - Contractor Non-Disclosure Agreement

Attachment 5 - Wage Determination Charleston SC

Attachment 6 - DD 254

CDRL A001

CDRL A002

CDRL A003

CDRL A004

CDRL A005

CDRL A006

CDRL A007

CDRL A008

CDRL A009

CDRL A010

CDRL A011

CDRL A012

CDRL A013

CDRL A014

Attachment 2A - Prime Pricing Model

Attachment 2B - Subcontractor Pricing Model

Attachment 4 - Personnel Qualifications

Attachment 7 - Quality Assurance Surveillance Plan