

General Information

1) This initial Award applies incremental funding in the amount of [REDACTED] which is hereby obligated under this order. As a result, the total amount of funding obligated and available for payment under this order is [REDACTED]. It is estimated the funding obligated under this order will cover the cost of performance through **9 February 2022**. In accordance with Contract Clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs incurred in excess of this amount unless additional funds are made available and obligated under this order in a subsequent modification.

2) The total amount of funds obligated to the task is hereby increased from \$0.00 by [REDACTED]. The remaining unfunded balance is [REDACTED].

3) Section B and G are revised to add the following:

Holding CLINs 2000 and 3000 have been reduced by the total value of the new funding CLINs added in this modification as follows:

CLIN/SLIN	Type of Fund	From (\$)	By (\$)	To (\$)
[REDACTED]				

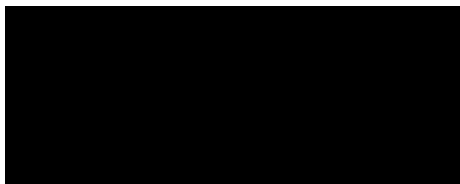
4) The total value of the order is hereby increased from [REDACTED]

5) Section G clause entitled "G-232-H001 ALLOTMENT OF FUNDS--BASIC (NAVSEA) (OCT 2018)" has been revised to read as follows:

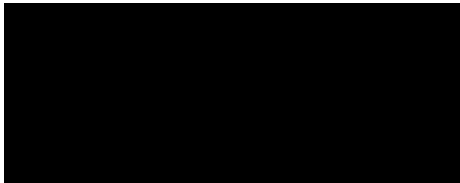
CLIN	TARGET COST	TARGET FEE	P.O.P.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

6) The Accounting and Appropriation Data added to Section G is as follows:


[REDACTED]			
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7) The following subcontractors are approved to provide support under this Task Order:



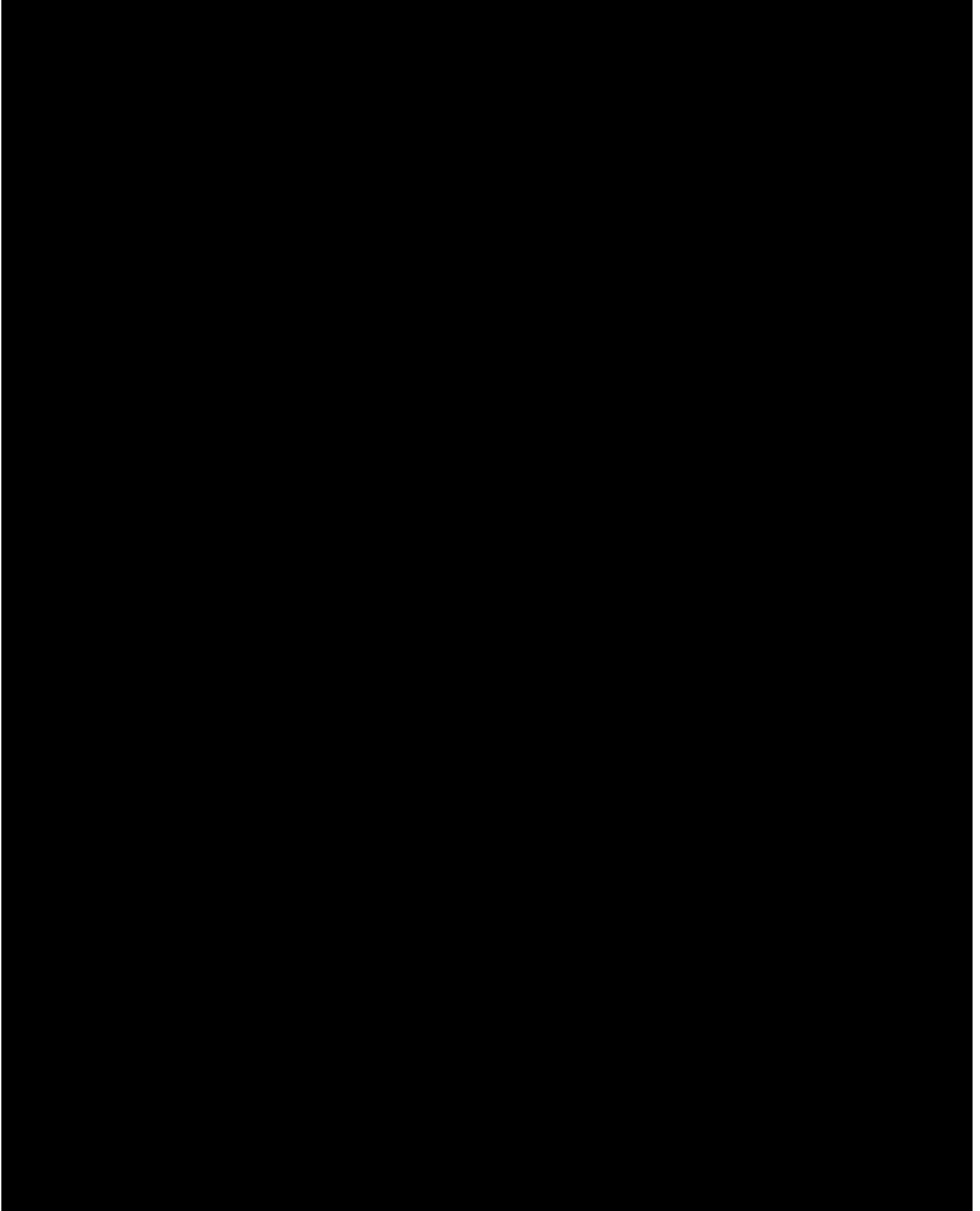
8) Negotiated Fees and Pass Through:

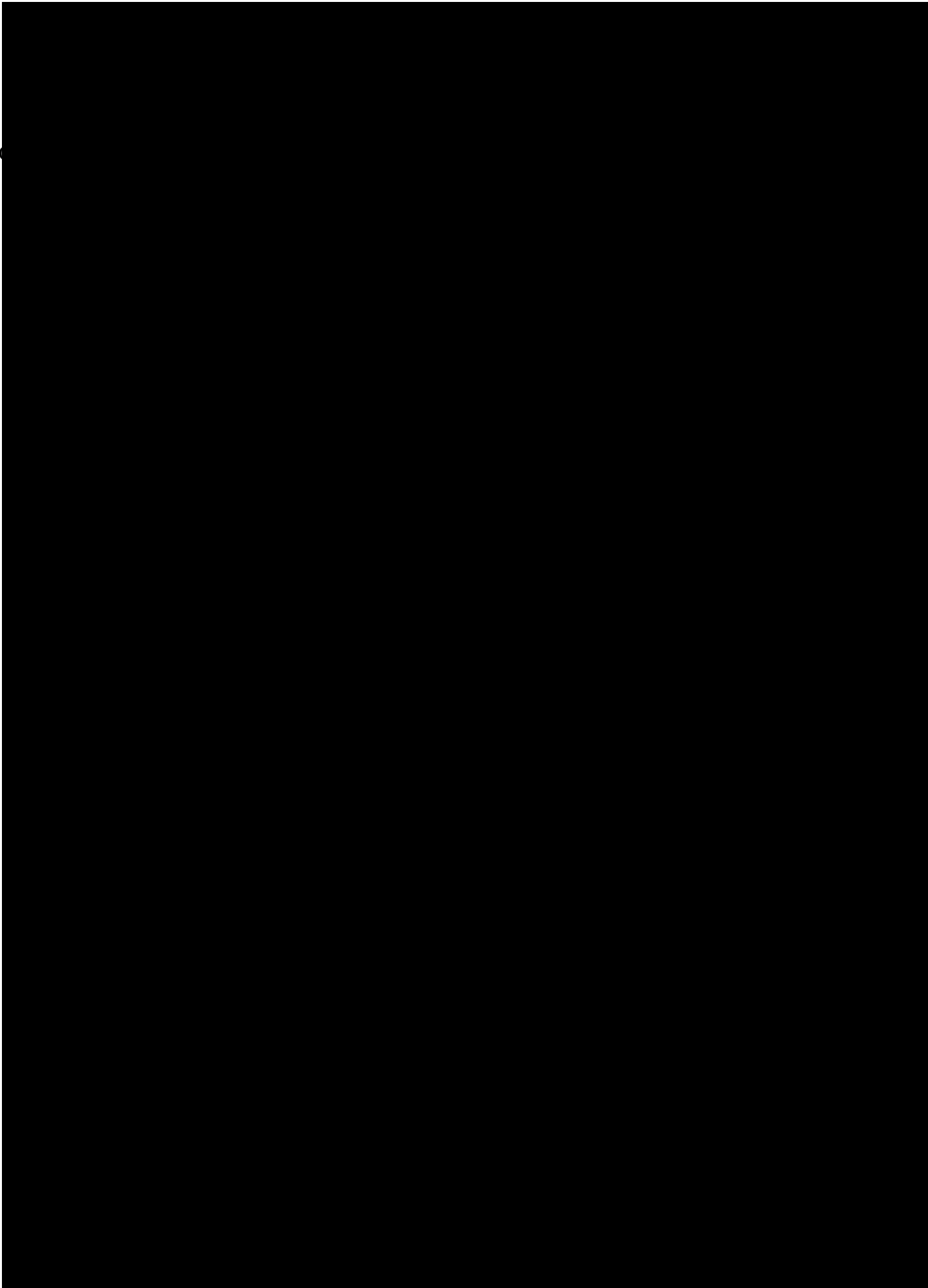
-The negotiated Prime Contractor fee for Prime Contract Labor is 

-The negotiated Prime Contractor fee for Subcontractor Labor is 

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES





NOTE: FEE IS NOT APPLICABLE TO ODC's

LEVEL OF EFFORT

The Level of Effort (LOE) for the performance of this contract is based upon anticipated total estimated LOE of **161,100** (inclusive of over-time) man-hours of direct labor. The number of hours per year that are considered to be equivalent to 1 Full-Time Employee (FTE) is 1,920 hours. It is estimated that 35% of the LOE will take place at Contractor Sites, and 65% will take place at Government sites. The estimated composition of direct labor can be found in the chart below:

eCRAFT Labor Category Title	eCRAFT Code	Resumes	Gov't Site Hours	Gov't Site OT Hours	KTR Site Hours	KTR Site OT Hours	Total Hours Per Year
KEY PERSONNEL							
*Program / Project Manager II	MANP2	1			1,500		1,500
*Computer Systems Analyst III	14103	1			1,920		1,920
*Computer Programmer II	14072	1			1,920		1,920
*Computer Programmer II	14072	1			1,920		1,920
*Specialist, Information Assurance Compliance I	SIAC1	1			1,920		1,920
*Systems Administrator II	SA2	1	1,920				1,920
*Computer Programmer I	14071	1			1,920		1,920
NON-KEY PERSONNEL							
Computer Programmer III	14073				1,920		1,920
Computer Programmer I	14071				1,920		1,920
Computer Systems Analyst II	14102				1,920		1,920
Specialist, Information Assurance Compliance II	SIAC2		1,920				1,920
Specialist, Information System Security III	ISSM3		1,920				1,920
Specialist, Information System Security II	SISS2		1,920				1,920

Systems Administrator II	SA2		1,920				1,920
Machinery Maintenance Mechanic I	23530		1,920				1,920
Machinery Maintenance Mechanic II	23530		1,920				1,920
Supply Technician	1410		1,920				1,920
TOTAL HOURS PER YEAR			15,360	-	16,860	-	32,220
TOTAL HOURS FOR FIVE(5) YEARS							161,100

Total Estimated hours each year are 32,220 for all five (5) years of the PoP.

***Denotes Key Labor Category**

See SOW, Section 13 for a description of man-hour expenditure reporting requirements via the NSWCPD Electronic Cost Reporting and Financial Tracking System (eCRAFT).

CLIN/SLIN STRUCTURE:

For proposal purposes, CLINs 2000 (Services) and 3000 (Other Direct Costs) will represent the parent CLINs for the resultant order. For administrative purposes, ceiling amounts under the parent CLINs will be subsequently re-allocated to new CLINs associated with various technical instructions issued and/or appropriation types. It is noted that your proposal submission shall include a completed "Direct Labor Substantiation" Table with attached supporting documentation.

A sample table has been included as an attachment to the RFP. Offerors are to propose on the labor categories and hours estimated provided as the Level of Effort. Offerors who propose other than what is specified may be considered non-responsive.

SUPPORT COSTS:

Offerors may propose burdens (such as General and Administrative (G&A), Material & Handling, etc.) on the Not-To-Exceed (NTE) Other Direct Costs (ODC) estimates. However, Offerors shall not "back into" the ODC amount. If burdens are not proposed on top of the Not-To-Exceed (NTE) Other Direct Costs (ODC) amount for the Task Order, then indirect burdens associated with any Other Direct Costs under the resultant Task Order will be unallowable.

SUPPORT COSTS INCLUDING MATERIAL AND TRAVEL AND OTHER DIRECT SUPPORT COSTS, IF ANY, WILL BE REIMBURSED ON THE BASIS OF ACTUAL REASONABLE AND ALLOWABLE COSTS INCURRED PLUS G&A AND/OR MATERIAL HANDLING. THESE COSTS ARE NOT SUBJECT TO FEE.

PAYMENT OF FEE:

The Government shall make payments to the Contractor, subject to and in accordance with the clause contained in the base IDIQ contract entitled "Fixed Fee" (FAR 52.216-8). Such payments shall be equal to the allowable cost of each invoice submitted by the payable to the Contractor for pursuant to the clause of the base IDIQ entitled "Allowable Cost and Payment", FAR 52.216-7. Total fees paid to the Contractor for performance of work under this Task Order shall not exceed the fee amount set forth in the Task Order.

In the event of discontinuance of work under this task order, in accordance with the clause of the IDIQ contract entitled "Limitation of Cost", FAR 52.232-20, as applicable, the fee shall be equitably adjusted by mutual agreement of the parties to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this Task Order, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this Task Order, the Government shall be required to pay the Contractor any amount in excess of funds obligated.

PASS THRU SUBCONTRACTOR LABOR COSTS:

If fee is included in the pass thru rate for subcontractor labor costs, the prime contractor is requested to identify what percentage of the pass thru costs is considered fee in their cost proposal. The maximum labor pass thru rate (which is inclusive of all costs derived by applying any indirect rate to subcontracting costs plus any Prime Contractor fee applied to Subcontractor labor costs) shall not exceed [REDACTED] of the total proposed subcontracting costs.

In accordance with **252.215-7010** please submit Other Than Certified Cost or Pricing Data with your proposal submission in order to support your proposal.

B-215-H001 MAXIMUM RATES

(a) Maximum Pass Through Rates – Applicable to all Task Orders Types. The pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor:

(1) any and all prime contractor indirect costs including, but not limited to: overhead, material handling charges, G&A, burdens and mark-ups; and

(2) any and all prime contractor profit or fee*

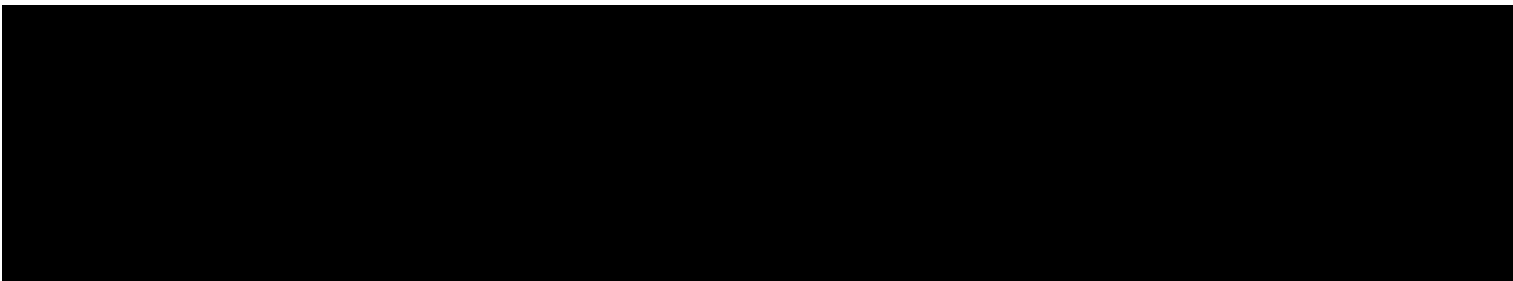
*For purposes of this contract, “fee” means “target fee” in cost-plus-incentive-fee type contracts, “base fee” in cost-plus-award-fee type contracts, or “fixed fee” in cost-plus-fixed-fee type contracts.

(b) The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where labor is proposed under this contract shall not exceed [REDACTED]. For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this contract.

c) Maximum Profit/Fee Rate – Applicable to Cost Plus Fixed Fee CLINs Only. Contractor compliance with the maximum fee rate on CPFF CLINs is applicable at the time of task order award and is based on the ratio of fixed fee to the estimated cost. A proposed fee at the task order level that is higher than the maximum fee rate stated in the offeror’s base contract shall render the contractor’s proposal unacceptable. The Contractor agrees that the maximum fixed fee rate shall not exceed [REDACTED]. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the task order. The maximum fee rate being proposed at the task order level by the prime contractor shall flow down to all subcontractors/consultants included as part of your (the Prime) proposal.

(d) Other Direct Costs and Travel. No fee is allowed on Other Direct Costs or Travel. Indirect cost elements such as G&A and material handling may be applied to ODCs but may not include fee.

B-216-H006 FEE TABLE (NAVSEA) (MAR 2019)



*The offeror shall divide the proposed fee for each CLIN by the quantity of labor hours indicated to complete the table. Fee is calculated based on cost less FCCOM; if FCCOM is proposed, necessary columns may be added.

In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

(End of Text)

B-231-H001 TRAVEL COSTS - ALTERNATE I (NAVSEA) (OCT 2018)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of Text)

B-231-H002 WORKSITE TRAVEL COSTS (NAVSEA) (OCT 2018)

(a) The contractor shall not charge, and the Government shall not pay, as an allowable cost under this contract, any manhour costs (whether straight-time or overtime) for contractor personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the contractor's facility for performance of contract work.

(b) Workers being paid under this contract, as prime contractor personnel or subcontractor personnel, will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.

(c) This requirement pertains only to payments for travel time before or after these workers' regular shifts (commuting costs), and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable and approved in writing by the Government. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government work specifications.

(d) Additionally, the contractor shall not charge, and the Government shall not pay, any transportation costs under this contract associated with transporting contractor or subcontractor personnel between the contractor's facility (or subcontractor's facility), and any other worksite to perform ship repair, maintenance or modernization.

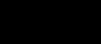
Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by the contractor on behalf of the work force.

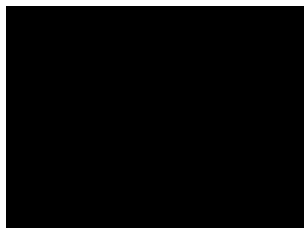
(End of Text)

B-232-H005 PAYMENTS OF FEE(S)(LEVEL OF EFFORT – ALTERNATE 1)(NAVSEA) (OCT 2018)

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

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

The negotiated pass through rate established in this Task Order is  The hourly fixed rate established in this Task Order in accordance with HQ B-2-0015 Payment of Fee(s) (Level of Effort-Alternate I) (NAVSEA) (MAY 2010) is:



(End of Text)

B-232-H006 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE (NAVSEA) (OCT 2018)

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

Section C - Description/Specifications/Statement of Work

Statement of Work (SOW) for Marine Gas Turbine & Propulsion Support Services

1.0 INTRODUCTION

1.0.1 The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Code 423, which is responsible for Configuration Data Management, Engineering, Information Technology and Integrated Logistics Support Services for the Marine Gas Turbine Program, and for related HM&E Propulsion and Power Generation Machinery Systems as managed by the Propulsion Executive Steering Committee (PESC).

1.0.2 This contract is for non-personal services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied.

1.0.3 Government / Contractor Relationship

(a) The services to be delivered under this Contract are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Contract/Task Order between the Government and the Contractor's personnel. Therefore, it is in the best interest of the Government to provide both parties a full understanding of their respective obligations.

(b) The Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence

(c) Contractor personnel under this Contract shall not engage in any of the inherently governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

(d) Employee Relationship:

1. The services to be performed under this Contract do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
2. Rules, regulations, directives, and requirements that are issued by the U. S. Navy and NSWCPD under its responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(e) Inapplicability of Employee Benefits: This Contract/Task Order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(f) Notice. It is the Contractor's, as well as the Government's, responsibility to monitor Contract/Task Order activities and notify Contracting Officer if the Contractor believes that the intent of this Section has been or may be violated.

1. The Contractor shall notify the Contracting Officer in writing via letter or email within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the Contractor's estimated date when, absent a response, cost, schedule or performance will be impacted.

2. The Contracting Officer will, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
- i. Confirm the conduct is in violation and when necessary direct the mode of further performance,
 - ii. Countermand any communication regarded as a violation,
 - iii. Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or
 - iv. In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor.

1. BACKGROUND

NSWCPD is responsible for providing Configuration Data Management, Engineering, Information Technology and Logistics support for Hull, Mechanical, and Electrical (HM&E) equipment on US Navy ships. Support includes life cycle management, program management, engineering change development, system configuration tracking, support documentation and other integrated logistics support, and Depot management. Work under this solicitation is related to Marine Gas Turbine (MGT) program systems specifically, and to other systems and equipment under the purview of the Propulsion Executive Steering Committee (PESC) in general, with the bulk of the work associated with US Navy Surface Combatant Ships. Hulls also affected may include Carriers, Mine Sweeping Vessels and various Amphibious Ships and Assault Craft (including Landing Craft (LCAC) and Ship-to-Shore Connectors (SSC)). Tasking that may be included within "HM&E machinery areas" beyond MGT Engines and Ancillary equipment include: shafting, propulsors, gears, propellers, hubs, Oil Distribution Boxes, and other prime movers associated with Ship propulsion and power generation other prime movers associated with ship propulsion and power generation. Tasking is also expected to assist NSWCPD with providing engineering and information technology services to customers beyond our traditional naval customers (i.e. NAVAIR, MSC, USCG, US Army, Foreign Military, etc.) for configuration and system management, maintenance, depot and logistics needs. The predominant work area, however, is for U.S. Navy MGT related systems. Support as previously noted may necessitate the use of a variety of funding sources (RDT&E/ONR, OPN, OM&N, SCN, FMS, etc.). Tasking for Risk Mitigation Framework (RFM) Support, the contractor shall produce and maintain RFM artifacts related to the authorization or de-authorization of assigned RMF packages, applications, and systems under the cognizance of NSWCPD. Cybersecurity support consists of creating and maintaining Authorization and Accreditation (A&A) packages and artifacts; creation and maintenance of the package record in the RMF system of record (currently eMASS), recommendation of security posture improvements, and Subject Matter Expertise in RMF life cycle management. For the purposes of this solicitation, the contractor shall be responsible primarily to provide program management, professional engineering services, and professional information technology and system programming as requested to support the MGT Program and related HM&E propulsion and power generation machinery. The foregoing is in support of Division 42, as directed through the Marine Gas Turbine Program Office, Code 21, or by the PESC via Technical Instruction. DIVISION 31 will provide support for integrated Logistics and Information Technology Support.

2. SCOPE OF WORK

1. For Configuration Data Management, Engineering, Information Technology and Integrated Logistics Support Services for the Marine Gas Turbine Program, and for related HM&E Propulsion and Power Generation Machinery Systems as managed by the Propulsion Executive Steering Committee (PESC), and RMF Support system of record (currently eMass).

2.0 APPLICABLE DOCUMENTS

2.1 DoD Directive (DoDD) 8140.01, "Cyberspace Workforce Management (<https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodd/814001p.pdf>)

2.2 DoD 5200.02 DoD Personnel Security Program (<https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/520002p.pdf>)

2.3 Joint Fleet Maintenance Manual (JFMM) Volume IV Tests and Inspections (COMFLTFORCOMINST 4790.3 REV B CH-3) Section 23 (<https://www.navsea.navy.mil/Portals/103/Documents/SUBMEPP/Volume%20IV.pdf>)

2.4 NAVAL SHIPS' TECHNICAL MANUAL CHAPTER 234 MARINE GAS TURBINES
S9086-HC-STM-010 (<https://fas.org/man/dod-101/sys/ship/nstm/>)

2.5 SECNAV M-5239.2 Department of the Navy Information Assurance (IA) Workforce Management Manual

(<https://www.public.navy.mil/fltfor/ttgi/modules/c4i/IA%20References/SECNAV%20M5239.2%20IAWF.pdf>)

2.6 DOD 4120.24-M Defense Standardization Program Policies and Procedures (<https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodm/412024m.pdf>)

2.7 MIL-STD-961 Department of Defense Standard Practice Defense and Program-Unique Specifications Format and Content (<https://www.product-lifecycle-management.com/download/MIL-STD-961E.pdf>)

The contractor shall reference and utilize the latest version available when performing tasks within this SOW.

3.0. REQUIREMENTS

The contractor shall provide support to the MGT Program and the PESC through technical efforts for assigned systems including:

3.1. Provision of professional Information Technology and System Programming services in support of the MGT Information System (MGTIS)/Weblog, and associated databases for all propulsion and power generation equipment with the primary focus on 2SCOG assets including:

- 3.1.1. Ensuring functionality, guaranteeing database structural integrity and quality assurance, processing of all monthly updates;
- 3.1.2. Providing programming changes and upgrades;
- 3.1.3. Develop and maintain formal backup and recovery plans;
- 3.1.4. Develop and maintain formal testing plans;
- 3.1.5. Providing troubleshooting services as needed;
- 3.1.6. Providing Server Support in maintaining the NSWCPD servers in the NMCI or NGEN or other hosting environment including SPAWAR and DISA, and troubleshooting data transmittal problems to and from the servers.
- 3.1.7. Provide cybersecurity support including:

- a) Maintain the Authority to Operate (ATO) through the Authorization and Accreditation (A&A) process and associated documentation required to meeting A&A requirements Risk Mitigation Framework (RFM).
- b) Maintaining a high speed internet connection to the servers;
- c) Perform regular administrative functions;
- d) Perform monthly data backups;
- e) Restoration of servers after any hardware or software problem;
- f) Adding any software patches needed to maintain server operations and flow of data;
- g) Maintain other database connections as required including CDMD-OA; and
- h) The contractor must further provide web access to the database for direct, NSWCPD specified edit/update capabilities for NSWCPD specified activities.

NOTE: Contractor personnel accessing information systems shall meet applicable training and certification requirements set forth in DoD 8570.01M, DOD5200.2-R, and SECNAV M-5239.2. The contractor is responsible to ensure that personnel possess and maintain the proper and current Information Assurance (IA) certifications in accordance with DoD 8570.01M and the Computing Environment/Operating System (CE/OS) certifications in accordance with SECNAV M-5239.2. See Section 8 of this SOW for the Cybersecurity Workforce / Information Assurance Workforce Contractor Training Requirements Matrix.

3.1.8. Providing DBA support in maintaining the integrity of all databases and the functionality of the MGTIS/Weblog, and any needed interface functionality and reporting mechanisms specified.

3.1.9. Maintain data models and Functional Design Documentation (FDD).

3.1.10. Maintain and revise, as required MGTIS training and Help System.

3.1.11. Perform data audits utilizing SQL queries, as required to identify user generated data errors, duplicate information, and increase data quality and data accuracy.

NOTE: At the completion of the period of performance work, the contractor shall deliver any and all MGTIS/Weblog programming, code, applets, scripts, queries, data files, hardware, FDD, and software/hardware contract, or licensing documentation in accordance with CDRL A005

3.2. Development, administration, and maintenance of database systems to support program management needs. Related to this, the contractor must:

3.2.1. Provide data updates as needed to the US Navy Integrated Propulsion and Auxiliary Power Generation Portal (NIPPGP) Website, as authorized by the PESC and user community where applicable:

- a) Develop and maintain data models and Functional Design Documentation (FDD).
- b) Develop and maintain formal backup and recovery plans.
- c) Ensuring functionality, guaranteeing database structural integrity and quality assurance, processing of all monthly updates;
- d) Providing DBA support in maintaining the integrity of all databases and the functionality of the Propulsion Portal, and any needed interface functionality and reporting mechanisms specified.
- e) Providing troubleshooting services as needed;
- f) Perform review of system generated 3M files and submit reviewed files to Type Commander (TYCOM) as required.

- g) Maintain other database connections as required including CDMD-OA.
- h) Maintain the Authority To Operate (ATO) through the Assessment and Authorization (A&A) process and associated documentation required to meeting A&A requirements;

NOTE: At the completion of the period of performance work, the contractor shall deliver any and all MGTIS/Weblog programming, code, applets, scripts, queries, data files, hardware, FDD, and software/hardware contract, or licensing documentation in accordance with CDRL A005.

3.3 The contractor shall produce and maintain Risk Mitigation Framework (RMF) artifacts related to the authorization or de-authorization of assigned RMF packages, applications, and systems under the cognizance of NSWCPD. Cybersecurity support consists of creating and maintaining A&A packages and artifacts; creation and maintenance of the package record in the RMF system of record (currently eMASS), recommendation of security posture improvements, and Subject Matter Expertise in RMF life cycle management. The contractor shall coordinate with system representatives via all avenues necessary to facilitate and acquire the required data to support this action. The intended result is obtaining or maintaining Authorization to Operate (ATO) or De-Authorization to Operate (DATO) through validated test results, security controls assessor review, and authorization official endorsement.

All RMF activities shall follow the most current applicable documents including: DON RMF Process Guide (RPG), DoD Instruction 8510.01, and the business rules of cognizant review offices for each package. Tasks include:

1. Proper documentation of residual risks in a plan of actions and milestones formatted in compliance with the current package system, currently eMASS
2. Tracking of deliverables and action items in accordance with A&A guidance
3. Ensure package compliance with stated of existing DON and DoD policies
4. Manage, attend, and support configuration control board practices
5. Maintain current vulnerability scan data and residual risk plan of actions and milestones in Vulnerability Remediation Asset Manager (VRAM)
6. Perform risk management and security engineering for Zone D boundaries to include IAVM support, remediation, patching, scanning and associated boundary maintenance
7. Develop all required eMASS documents, to include Plan of Actions and Milestones (POA&Ms)/ Risk Assessment Reports (RARs) and DISA Security Technical Implementation Guides (STIGs); products shall be created in the appropriate software (i.e. Microsoft Visio, scanning software, eMASS DISA STIG Viewer, etc.)
8. Determine a system's compliance with all applicable Controls and Assessment Procedures (APs) for an assigned DoN system, including developing the appropriate test procedures, if necessary; executing the test procedures; and accurately documenting the results of security testing. The A&A Analysts shall update the eMASS record for the assigned system(s);
9. Ensure RMF artifacts are in compliance with published Navy, NAVSEA Business Rules (OPNAV N2N6 and/or NAVSEA), NIST SP-800-37 and SP-800-53 Rev 4. In addition, local NSWCPD policies and procedures may apply. Command Information System Security Manager (ISSM) will resolve any conflicting interpretations;
10. Collect and collate system or site information and use it to evaluate and document in eMASS the security posture of the IT system or site being Assessed, Authorized, and maintained;
11. Review security assessment plans, test plans, and procedures to ensure they addresses the correct level of effort and are sufficiently comprehensive to assess all IA requirements applicable to the IT system or site, for assessment, authorization, and maintenance have been met;
12. Optimize A&A testing procedures to ensure the most accurate reporting in the appropriate format and that all IA requirements

have been addressed. Evaluate all discrepancies and recommend potential mitigation measures for reducing or eliminating specific risks;

13. Work with the Information System Owner/ISSO/System Administrators equivalent to NSWCPD's Information System Security Officer (ISSO) to determine applicable fixes and/or mitigation for weaknesses and to determine the adequate level of residual risk;
14. Create and verify the accuracy of POA&Ms/RARs as identified by vulnerability actual test results;
15. Ensure information systems are operated, used, maintained, and disposed of in accordance with security policies and practices as required by the authorization package and NSWCPD.

NOTE: At the completion of the period of performance work, the contractor shall deliver any and all MGTIS/Weblog programming, code, applets, scripts, queries, data files, hardware, FDD, and software/hardware contract, or licensing documentation in accordance with CDRL A007.

- 3.4 Engineering services include research and recommendations for correcting CS non-compliance findings. Tasking includes reviewing and analyzing network security requirements, information system design, and software and hardware, as well as analysis to ensure security controls are implemented in compliance with CS policies and standards (i.e. DOD, DON, NAVSEA, and Command-level cybersecurity policies, instructions, NIST SP-800-37 Risk Management Framework lifecycle and NIST SP-800-53 R4 Information System Security Controls, OPNAV N2N6). Contractor shall support each of the following areas by:

1. Supporting the A&A Program for Assigned Systems:

Ensuring accreditation and authorization packages for systems within the assigned technical department are developed, maintained and updated prior to the operation date (minimum 5 working days) and/or expiration date (minimum 5 working days).

2. Supporting the Command Information System Security Manager (ISSM):

Working with ISSM to tailor the delivery of Cybersecurity Program elements, such as accreditation requirements and strategies ensure effective dissemination and implementation within the assigned technical department, at least weekly. Ensures information systems are operated, used, maintained, and disposed of in accordance with security policies and practices as required by the authorization package and NSWCPD. Manages and implements the cybersecurity process, and oversees weekly documentation in accordance with the Risk Management Framework (RMF) to obtain assigned system's, enclaves, and boundaries Authority to Operate (ATO). Tracks and reports on production of system cybersecurity artifacts and status of cybersecurity Assessment & Authorization (A&A) efforts (per week). Review, evaluate, and audit user access requests on behalf of the ISSM.

3. Perform and Document Risk Assessments and Vulnerability State:

On a quarterly basis, examine system services and provide guidance to users in assigned department on disabling services, review vulnerability findings with SMEs to determine potential impact of remediation efforts, and devise system remediation and associated test procedures based on vulnerability scan results, STIG findings, and review of system services.

4. Prepare and present accurate briefing materials to customers, government, and contractor personnel as directed to provide status, respond to inquiries, and disseminate technical information. Correspondence and briefing materials are logically structured and contain sufficient background to clearly convey their intended message. Drafts are provided for supervisory review on or before 3 working days prior to deadline.
5. Coordinate/conduct cybersecurity vulnerability analysis and threat assessments (at least monthly) that are accurate in regards to the architecture of RDT&E IT assets/systems (per ATO) and ship platforms/systems (per ATO). Works weekly with individual system Subject Matter Experts (SME) to determine cybersecurity requirements, designs, and migration paths for assigned programs.
6. Policies, procedures and decision-making processes center on requirements, program risk, and customer satisfaction. Contractor shall promote two-way communication weekly with customers and uses multiple forums to communicate services provided, assessed risk, and gather feedback.

NOTE: At the completion of the period of performance work, the contractor shall deliver any and all MGTIS/Weblog programming, code, applets, scripts, queries, data files, hardware, FDD, and software/hardware contract, or licensing documentation in accordance with CDRL A007.

3.5 Contractor shall assist in the preparation of systems for the accreditation process by making systems compliant; to include implementation of DISA's Security Technical Implementation Guide (STIG) and patching of system assets to current acceptable levels, researching and providing recommendations for correcting CS non-compliance findings. Tasking includes reviewing a

analyzing network security requirements, network design, and software and hardware. Other tasking includes analysis to ensure security controls are implemented in compliance with CS policies and standards. The contractor shall ensure that the requirements are effectively integrated into information technology component products and information systems through purposeful security architecting, design, development, and configuration. Information system security engineers are an integral part of the development team (e.g., integrated project team) designing and developing organizational information systems or upgrading legacy systems. Information system security engineers employ best practices when implementing security controls within an information system including system/security engineering principles. System security engineers coordinate their security-related activities with information system owners, and information system security officers. Contractor shall support in each of the following areas

3.5.1 Ensuring accreditation and authorization packages for systems within the assigned technical department are developed, maintained, and updated prior to the operation date (minimum 5 working days) and/or expiration date (minimum 5 working days) and on a continual basis as required by the DON RMF Process Guide. Ensures hardware and software inventories are accurate up to date in the inventory systems and RMF system of record, eMASS. Identifies the security control baseline set, and any necessary tailoring. Assists with the development, maintenance, and tracking of the system security plan and the corresponding risk assessment report (RAR). Assists with any required security testing required as part of the A&A Program or continual monitoring program including vulnerability scans utilizing ACAS, antivirus scans, and configuration compliance maintenance (STIGs). Maintains all required eMASS documents, to include (but not limited to) Plan of Actions and Milestones (POA&Ms) Assessment Reports (RARs) and DISA Security Technical Implementation Guides (STIGs).

3.5.2 As required by RMF documentation and continuous monitoring requirements, examining system services and provide guidance to users in assigned department on disabling services, reviews vulnerability findings with SMEs to determine potential impact of remediation efforts, and implements system remediation and associated test procedures based on vulnerability scan results, STIG findings, and review of system services. Based on remediation plans, applies appropriate patches to maintain AIA on a quarterly basis. Analyze and ensure ACAS vulnerability scans are accurate, credentialed, and is uploaded to the system of record currently the Vulnerability Remediation Asset Manager (VRAM).

3.5.3 Prepares and presents accurate briefing materials to customers, government, and contractor personnel as directed to provide status, respond to inquiries, and disseminate technical information. Correspondence and briefing materials are logically structured to contain sufficient background to clearly convey their intended message. Drafts are provided for supervisory review on or before 3 working days prior to deadline.

3.5.4 Coordinates/conducts cybersecurity vulnerability analysis and threat assessments (at least monthly) that are accurate in regard to the architecture of RDT&E IT assets/systems (per ATO) and ship platforms/systems (per ATO). Works weekly with individual system Subject Matter Experts (SME) to determine cybersecurity requirements, designs, and migration paths for assigned programs.

NOTE: At the completion of the period of performance work, the contractor shall deliver any and all MGTIS/Weblog programming, code, applets, scripts, queries, data files, hardware, FDD, and software/hardware contract, or licensing documentation in accordance with CDRL A007.

3.6 Upon the issuance of Technical Instructions (T.I.'s), to be issued by the Contracting Officer identified under this Seaport Contract, the contractor shall support technical and systems analysis tasks as specified below. Performance of the requirements will be at the contractor's facilities, and at the contractor's facilities. Some of the work requires temporary travel to worldwide locations as specified in Paragraph 3, contained herein. Actual tasking will be defined under applicable T.I.'s.

3.6.1 The contractor shall provide technical services such as engineering technician support functions for NSWCPD Code 422 to accomplish various propulsion and auxiliary gas turbine program projects.

3.6.2 The contractor shall provide technical support for the LM2500 and 501K-17/34 and other MGT engine borescope programs such as providing technician services using borescope equipment to assist in the evaluation and diagnosis of internal engine conditions, and to prepare technical reports to document findings of such inspections on USN Surface Ships, US Coast Guard Ships, Military Sealift Command Vessels and Foreign Military Ships.

3.6.3 The contractor shall provide technical support for the LM2500 Digital Fuel Control program and other MGT engine line programs such as providing technical assistance with back fitting approved engine configuration changes, pre-assembly of kit and other mechanical and/or electrical installation support as requested on US Navy Surface Ships, US Coast Guard Ships, as well as Foreign Military Vessels. Support will include authorization/certification of a journeyman engineer technician to be fork truck

operator certified to provide assistance on an as required basis for kitting and material transfer needs.

3.6.4 The contractor shall provide in-service engineering support for the LM2500 and 501K-17/34 gas turbine engines and other Marine Gas Turbine Engines supporting the Navy Marine Gas Turbine Program; support includes Special Support Equipment (SSE) used by the fleet to maintain and service gas turbine engines.

3.6.5 The contractor shall Schedule and coordinate annual LM2500 Coast Guard shipboard organizational level maintenance training for the Maritime Security Cutter – Large (WMSL) Class Cutter.

3.6.6 The contractor shall Interface with Surface Warfare Officer Schools (SWOS) headquarters and subordinate commands to participate and provide feedback for Technical Training Audits for all USN gas turbine related training.

3.6.7 The contractor shall Coordinate and conduct onsite Organizational (“O”) and Intermediate (“I”) level gas turbine training Foreign Military Sales (FMS) program and USN military students.

3.6.8 The contractor shall manage NSWCPD onsite material inventory to include Digital Fuel Control (DFC), Decom, and M Kits.

3.6.9 The contractor shall participate in annual training and SSE audit of “I” level activities such as Norfolk Ship Support Act (NSSA), Southeast Regional Maintenance Center (SERMC), and Southwest Regional Maintenance Center (SWRMC).

3.6.10 The contractor shall maintain and update LM2500 and other MGT configuration and technical directive installation plans directed.

3.6.11 The contractor shall manage the Building 1000 physical inventory.

3.6.12 The contractor shall coordinate and provide detailed estimates for FMS requests submitted to NSWCPD Code 4230.

4.0 DATA REQUIREMENTS

4.1 Contract Status Report (CDRL A001)

4.1.1 This report shall reflect both prime and Subcontractor data if applicable at the same level of detail.

4.1.2 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable the Government approval must be received in writing from the COR within 5 business days before formal submission.

4.2 Travel Report (CDRL A002)

4.2.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.2.2 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government approval is required from the COR.

4.3 Contractor's Personnel Roster (CDRL A003)

4.3.1 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government approval is required from the COR. This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.4 Other Direct Costs Report (CDRL A004)

4.4.1 The CDRL shall be delivered electronically, unless otherwise stated or data is being submitted in eCRAFT, and while Contractor's format is acceptable, Government's approval is required from the COR. This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.5 Software Components (CDRL A005)

- 4.5.1 Original source code (un-compiled) for information technology efforts for all work associated with SOW Section 3.1 & 3.2, monthly.
- 4.5.2 Programming, code, applets, scripts, queries, data files, hardware, FDD, and software/hardware contract, or licensing documentation for all work associated with but not limited to section 3.1 & 3.2, quarterly.

4.6 Contractor Financial Analysis Reports (CDRL A006)

- 4.6.1 The Burn Rate Analysis Report is a summary report that captures the rate at which the money is expended. This report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), beginning thirty (30) days after award and every thirty (30) days thereafter.
- 4.6.2 The Incurred Costs Report is a report that captures a summary of all costs incurred to date. This report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), beginning thirty (30) days after award and every thirty (30) days thereafter.

4.7 DOD Risk Management Framework (RFM) Package Deliverables (CDRL A007)

- 4.7.1 For information technology efforts for all work associated with SOW Section 3.3, 3.4, & 3.5 monthly.
- 4.7.2 An RMF package artifacts shall contain the necessary artifacts required by the DAA, NAO, AO, or ISSM to successfully acquire Platform IT (PIT) Designation, Platform IT Risk Approval (PRA), Interim Authority to Test (IATT), or Authority to Operate (ATO).

4.8 Quality Management System (QMS) (CDRL A008)

- 4.8.1 Contractor shall deliver a QMS in accordance with SOW Section 10.0 within twenty-one (21) days of date of Task Order award.

5.0 SECURITY REQUIREMENTS

5.1 Contractor is responsible for completing all required Government mandated training to maintain security and network access to government sites and IT systems to include but not limited to: Antiterrorism Level 1 Awareness; DoD Cyber Awareness Challenge; Combatting Human Trafficking; Records Management in the DON: Everyone's Responsibility; Training and Readiness: The Active Shooter; Constitution Day; NAVSEA Introduction to Controlled Unclassified Information; Operations Security (OPSEC); NAVSEA Counterintelligence Training; Privacy and Personally Identifiable Information (PII) Awareness Training; and NAVSEA Physical Security training. Certificates of successful completion shall be sent to the COR and as otherwise specified in the contract.

5.2 In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF-86 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated. For Common Access Card (CAC) card you must have a completed investigation that has been favorably adjudicated or a final security clearance. A CAC Card will not be issued to contractors who have an interim security clearance.

5.3 Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCPD Security Officer at the time of badge request to verify citizenship. Finally, contractors shall supply a copy of their OPSEC Training Certificate or other proof that the training has been completed.

A Facility Access Determination (FAD) will be completed on any contractor that does not have a favorable adjudicated investigation in JPAS and is requesting swipe/non-swipe access to our buildings in excess of 120 days. Any contractor that has unfavorable information that has not been favorably adjudicated by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge.

This effort may require access to classified information up to the Secret level. No classified data will be generated or stored by the

Contractor. As per the direction/discretion of the COR, certain contract personnel will be required to have and maintain a SECRET clearance while some may only need CONFIDENTIAL. The requirements of the attached DD Form 254 apply.

The Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the NSWCPD, Security Office.

The Prime Contractor shall:

1. Forward signed copies of DD254s provided to subcontractors to the Naval Surface Warfare Center Philadelphia Division (NSWCPD), ATTN: Security.
2. Direct the subcontractor to obtain approval, through the prime Contractor, for the public release of information received or generated by the sub through the prime Contractor.
3. Submit the subcontractor request for public release through the technical point of contact identified on the DD 254.

Additional information related to the facility clearance process can be obtained by visiting www.dss.mil or http://www.dss.mil/isec/pcl_index.htm.

The planned utilization of non-U.S. Citizens in the performance of this contract effort must be identified by name and country citizenship in the proposal. Foreign Nationals shall not be allowed access to classified or critical program information unless approved on a case by case basis by DSS.

6.0 PLACE OF PERFORMANCE

To ensure support is available as required the contractor must be in the Region/Zone of the Philadelphia Naval Business Center not require more than local travel orders for the Program representatives to visit the contractor's facility. The contractor's facility must have adequate capabilities (floor space, high speed data connectivity, computers, telephones, conference room(s) and prior to fully support the SOW. At least 50% of the work under this task is to be performed at the contractor's local regional office location. Contractor must be able to be physically present at server location/government owned facilities/PNBC within one (1) upon request for assistance:

6.1 Performance that occurs at the government site will be subject to the following guidelines:

6.1.1 The Government will provide cubicles (i.e., Office, etc.) and necessary phone/computer equipment for up to (8) contract personnel, as specified in Section 8.0 of this document, as needed/requested to complete specific task order items.

6.1.2 The specific location(s) will be provided at time of award of the Task Order. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Office Representative (COR) no later than three business days after the date of award. The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name.

6.1.3 Access to Government buildings at Naval Surface Warfare Center Philadelphia Division is from 0600 to 1800 Monday through Friday, except Federal holidays. Normal work hours are from 0600 to 1800, Monday through Friday. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building/facility whenever Contractor employee(s) are performing work under this Contract/Task Order. Contractor personnel are not allowed to access any Government buildings at NSWCPD outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO).

6.1.4 Early Dismissal and Closure of Government Facilities

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow its own company policies regarding leave. Non-essential Contractor

personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

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

6.1.5 The contractor shall ensure that each contractor employee who will be resident at NSWCPD completes the Environment Management System (EMS) Awareness training within 30 days of commencing performance at NSWCPD. This document is available at: <https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

In accordance with C-223-W002, ON-SITE SAFETY REQUIREMENTS (NAVSEA), the contractor shall certify by e-mail to Breeden (paul.breeden@navy.mil) that on-site employees have read the "Philadelphia Division Environmental Policy and Commitment" and taken the EMS Awareness training within 30 days of commencing performance at NSWCPD. The e-mails shall include the employee name, work site, and contract number.

7.0 TRAVEL

The Contractor may be required to travel from the primary performance location when supporting this requirement. It is anticipated that 50% of this effort will be conducted at the NSWCPD facility in Philadelphia, PA and the remaining 50% of the effort conducted at Contractor Facilities or while on temporary travel. Travel will be required to support: kit distribution; Ship TYCOM waterfront interface requirements (on occasion, and only as requested); for various inspections and installation support work for the MGT Program; for MGT Inspector refresher training sessions; and software development conferences. Trips will be determined as situations arise. The need for Local travel is not anticipated. Travel requirements may result in travel of up to 6' for approximately 10 trips.

3 Trips of 5 day length to Norfolk, VA

3 Trips of 12 day length to San Diego, CA

2 Trips of 5 day length to Pascagoula, MS

The number of times the Contractor may be required to travel to each location cited above may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. All travel shall be approved by the COR and Contracting Officer before travel occurs. Approval may be via the Technical Instruction (TI). In accordance with the TI instructions, before initiating any travel the Contractor(s) shall submit a detailed and fully-burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. A cost, resulting from the performance of travel requirements, shall be reported as part of the Contractor's monthly status report. reportable cost shall also be traceable to the Contractor's invoice

All travel shall be conducted in accordance with FAR 31.205-46, Travel Costs, and B-231-H001 Travel Cost (NAVSEA) and shall be pre-approved by the COR. The Contractor shall submit travel reports in accordance with DI-MGMT-81943 (CDRL A002).

Travel Costs

The current "maximum per diem" rates are set forth in the (i) Federal Travel Regulations for travel in the Continental United States; (ii) Joint Travel Regulations for Overseas Non-Foreign areas (e.g., Alaska, Hawaii, Guam, Puerto Rico, etc.); and (iii) Department of State (DOS) prescribed rates for foreign overseas locations.

8.0 PERSONNEL

8.1 Personnel Requirements. All persons proposed in key and non-key labor categories shall be U.S. citizens holding, or having ability to obtain within 6-months of hire, a security clearance at or above the level dictated in the Personnel Security Requirements in this Section.

Clause 52.222-2 "Payment for Overtime Premiums" will provide for the total approved dollar amount of overtime premium or state "zero" if not approved. If overtime premium has not been approved under this contract in accordance with Clause 52.222 overtime effort to be performed shall be requested from the Contracting Officer prior to performance of premium overtime. For overtime premium costs to be allowable costs; the Contracting Officer is required to approve the performance of overtime prior to the actual performance of overtime. The dollar amount in FAR 52.222-2 shall equal overtime premium negotiated between the Government and the prime contractor. This overtime premium amount shall equal the prime contractor's unburdened premium labor costs plus the subcontractors' fully-burdened premium OT labor costs.

The contractor workforce remains governed by DoDM 8570.01.

The Level of Effort (LOE) for the performance of the resultant Task Order is based on the following labor categories and hours per year:

Title	eCRAFT Code	GOVT/KR-Site	Hrs.
Program/Project Manager II*	MANP2	KR	1500
Computer Systems Analyst III*	14103	KR	1920
Computer Programmer II*	14072	KR	3840
Specialist, Information Assurance Compliance I*	SIAC1	KR	1920
Systems Administrator II*	SA2	GOVT	1920
Computer Programmer I*	14071	KR	1920
Computer Programmer III	14073	KR	1920
Computer Programmer I	14071	KR	1920
Computer Systems Analyst II	14102	KR	1920
Specialist, Information Assurance Compliance II	SIAC2	GOVT	1920
Specialist, Information System Security III	SISS3	GOVT	1920
Specialist, Information System Security II	SISS2	GOVT	1920
Systems Administrator II	SA2	GOVT	1920
Machinery Maintenance Mechanic I	23530	GOVT	1920
Machinery Maintenance Mechanic II	23530	GOVT	1920
Supply Technician	01410	GOVT	1920
TOTAL PER YEAR			32220

(*) Denotes Key Personnel

Cybersecurity Workforce / Information Assurance Workforce Contractor Training Requirements Matrix

Labor Category	Task Area	IA Duties	IAT or IAM	Level (I,II,III)	IAWF Baseline Certification (one of the listed is required)	Computing Environment Certification (for IATs only)	Continuing Education Requirements
Systems Administrator II	3.1.5, 3.1.6, 3.1.7, 3.5	Information System Security Engineer (ISSE)	IAT	II	CCNA Security, CySA+ **, GIC SP, G SEC, Security + CE, SSCP Security + CE, SSCP	Directed by the Privileged Access Agreement	40 CPEs annually
Specialist, Information Assurance Compliance I	3.3	RMF Specialist	IAM	I	CAP, GSLC, Security+ CE	Directed by the Privileged Access Agreement	40 CPEs annually
Specialist, Information Assurance Compliance II	3.3	RMF Specialist	IAM	I	CAP, GSLC, Security+ CE	Directed by the Privileged Access Agreement	40 CPEs annually

Specialist, Information System Security III	3.4	Information System Security Officer III	IAM	II	CAP, CASP+ CE, CISM, CISSP (or Associate), GSLC, CCISO	Directed by the Privileged Access Agreement	40 CPEs annually
Specialist, Information System Security II	3.4	Information System Security Officer II	IAM	I	CAP GSLC Security+ CE	Directed by the Privileged Access Agreement	40 CPEs annually
Computer Programmer I	3.1.1-3.1.6 & 3.1.8 – 3.1.11 & 3.2.1a – 3.2.1g	Software and DB updates	IAT	I	Security+ CE, A+ CE, CCNA-Security, Network+ CE, SSCP	None- No Privileged Access	As required to maintain certification
Computer Programmer II	3.1.1-3.1.6 & 3.1.8 – 3.1.11 & 3.2.1a – 3.2.1g	Software and DB updates	IAT	I	Security+ CE, A+ CE, CCNA-Security, Network+ CE, SSCP	None- No Privileged Access	As required to maintain certification
Computer Programmer III	3.1.1-3.1.6 & 3.1.8 – 3.1.11 & 3.2.1a – 3.2.1g	Software and DB updates	IAT	II	Security+ CE, CCNA Security, GICSP, GSEC, SSCP	None- No Privileged Access	As required to maintain certification
Computer Systems Analysts II	3.1.1-3.1.6 & 3.1.8 – 3.1.11 & 3.2.1a – 3.2.1g	Software and DB updates	IAM	I	Security+ CE, CAP, GSLC	None- No Privileged Access	As required to maintain certification
Computer Systems Analysts III	3.1.1-3.1.6 & 3.1.8 – 3.1.11 & 3.2.1a – 3.2.1g	Software and DB updates	IAM	II	CAP, CASP+ CE, CISM, CISSP (or Associate), GSLC, CCISO	None- No Privileged Access	As required to maintain certification

DFARS 252.239-7001 is applicable for this requirement.

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
- (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

NOTE - CONTRACTORS *MUST* PROVIDE PROOF OF EMPLOYEE CERTIFICATION REQUIREMENTS AS DEFINED IN THE CYBERSECURITY WORKFORCE MATRIX AT THE TIME OF PROPOSAL SUBMISSION.

ADDITIONALLY, APPENDIX A HAS BEEN UPDATED. SEE BELOW.

8.1.1 Key Personnel

The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Task Order in accordance with Clause 52.237-3 Continuity of Services (Jan 1991) in basic SeaPort contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

In accordance with C-237-H002 Substitution of Key Personnel, the following labor categories are designated as the target Key Personnel for this contract. Resumes will be submitted for each category in the quantities indicated by the key category description. Target qualifications are listed below for each education and work experience qualifications for each key personnel labor category. The proposed combined expertise of all proposed key personnel shall cover at a minimum all requirements for target areas 3.1, 3.2, 3.3, and 3.5 in the performance work statement.

In the performance of this effort, the Contractor shall fully staff the key positions listed below with qualified individuals. The Contractor shall provide individuals to fill the non-key positions as needed:

Program/Project Manager (MANP2)(one resume required):

Target Education: Bachelor's Degree in any technical or managerial discipline

Target Experience: Ten (10) years of experience in Program Management

Security Requirement: SECRET Clearance

Computer Systems Analyst III (14103)(one resume required):

Target Education: Bachelor's Degree in Computer Science, Information Technology, or an equivalent technical field

Target Experience: Seven (7) years of experience with developing web applications, technical software documentation, database administration, and programming is necessary. Resume should clearly demonstrate experience with Microsoft ASP.NET technologies in addition to experience with C# programming language, MSSQL, Java Script, and HTML 5. Additionally, experience as a team's senior technical resource throughout software development life cycle.

MINIMUM IA Workforce Baseline: (1) of the following certifications: CAP, CASP+ CE, CISM, CISSP (or Associate), GSLC, CCISO

Security Requirement: SECRET Clearance

Computer Programmer II (14072)(two resumes required):

Target Education: Bachelor's Degree in Computer Science, Information Technology, or an equivalent technical field

Target Experience: Three (3) years of experience with programming applications and database back ends. Debugging and correcting software errors in existing systems. Familiarity with web-based application design and development.

MINIMUM IA Workforce Baseline: (1) of the following certifications: Security+ CE, A+ CE, CCNA-Security, Network+ CE, SSCP

Security Requirement: SECRET Clearance

Specialist, Information Assurance Compliance I (SIAC1) (one resume required):

Target Education: Bachelor's Degree in Computer Science, Information Technology, or an equivalent technical field or CNSSI 4011 Certificate or successful completion of military training course: NEC 2791 (A-150-1980 or K-150-2115) or IP BASIC (CIN J-3B-0440) (or DOD Service equivalent)

Target Experience: One (1) to three (3) years of experience with tasks in a cybersecurity or assessment and authorization (A&A) related field. Experience shall include implementing and/or reviewing Risk Mitigation Framework (RMF) and A&A lifecycle documentation in accordance with DON, DoD, NIST SP-800-37, and SP-800-53 Rev 4 policies; ensuring/validating the confidentiality, integrity, and availability of systems, networks, and information; and conducting risk and vulnerability reviews and assessments to ensure accreditation procedures were followed, and documenting non-compliance.

MINIMUM IA Workforce Baseline: (1) of the following certifications: CAP, GSLC, Security+ CE

Security Requirement: SECRET Clearance

System Administrator II (SA2)(one resume required):

Target Education: Bachelor's Degree in Electrical/Electronic/Computer Engineering, Computer Science, or Information Systems

Target Experience: Three (3) years of experience with server administration with Windows Server Operating System, SQL server and vulnerability management using tools. Experience capturing and refining information security operational and security requirements, and ensuring those requirements are properly addressed through purposeful architecting, design, development, and configuration; and implementing security controls, configuration changes, software/hardware updates/patches, vulnerability scanning, and securing configurations.

MINIMUM IA Workforce Baseline: (1) of the following certifications: CCNA Security, CySA+ **, GIC SP, G SEC, Security + CE, SSCP Security + CE, SSCP

Security Requirement: SECRET Clearance

Computer Programmer I(14071)(one resume required):

Target Education: Associate's Degree in Computer Science, Information Technology, or an equivalent technical field

Target Experience: Entry Level Computer Programmer who is familiar with computer programming languages and modern web development methodologies.

MINIMUM IA Workforce Baseline: (1) of the following certifications: Security+ CE, A+ CE, CCNA-Security, Network+ CE, SSCP

Security Requirement: SECRET Clearance

8.1.2 Non-Key Personnel

Computer Programmer III (14073):

Minimum Education: Bachelor's Degree in Computer Science, Information Technology, or an equivalent technical field

Minimum Experience: Seven (7) years of experience with programming applications and database back ends. Experience debugging and correcting software errors in existing systems and developing new systems from requirements documentation.

MINIMUM IA Workforce Baseline: (1) of the following certifications: CCNA Security, CySA+ **, GIC SP, G SEC, Security + CE, SSCP Security + CE, SSCP

Security Requirement: SECRET Clearance

Computer Programmer I (14071):

Minimum Education: Associate's Degree in Computer Science, Information Technology, or an equivalent technical field

Minimum Experience: Entry Level Computer Programmer who is familiar with computer programming languages and modern development methodologies a plus.

MINIMUM IA Workforce Baseline: (1) of the following certifications: Security+ CE, A+ CE, CCNA-Security, Network+ CE, SSCP

Security Requirement: SECRET Clearance

Computer Systems Analyst II (14102):

Minimum Education: Bachelor's Degree in Computer Science, Information Technology, or an equivalent technical field

Minimum Experience: Three (3) years of experience with developing web applications, technical software documentation, data administration, and programming is necessary. Experience with Microsoft ASP.NET technologies in addition to experience with programming language, MSSQL, Java Script, and HTML 5.

MINIMUM IA Workforce Baseline: (1) of the following certifications: CAP, GSLC, Security+ CE

Security Requirement: SECRET Clearance

Specialist, Information Assurance Compliance II (SIAC2):

Minimum Education: Bachelor's Degree in Computer Science, Information Technology, or an equivalent technical field or CNS 4012 or 4013 or 4014 or 4015 or 4016 Certificate or NDU CISO certificate or successful completion of at least one of the following military training courses: NEC 2780 (CIN: A-531-0022) or 2779 (CIN: A-531-0009) or 2781 (CIN: A-531-0045) (or DOD Service equivalent)

Minimum Experience: Five (5) years' practical experience in a cybersecurity or assessment and authorization (A&A) related field. Experience shall include implementing and/or reviewing RMF and A&A lifecycle documentation in accordance with DON, DoD NIST SP-800-37, and SP-800-53 Rev 4 policies; ensuring/validating the confidentiality, integrity, and availability of systems, networks, and information; and conducting risk and vulnerability reviews and assessments to ensure accreditation procedures were followed, and documenting non-compliance.

MINIMUM IA Workforce Baseline: One (1) of the following certifications: CAP, GSLC, Security+ CE

Security Requirement: SECRET Clearance

Specialist, Information System Security III (SISS3):

Minimum Education: Master's Degree in Computer Science, Information Technology, or an equivalent technical field

Minimum Experience: Eight (8) years of experience coordinating with various levels of an organization to enact required security changes to ensure compliance with published policies; conducting cybersecurity vulnerability and threat analysis; and support cyber-incident-response by isolating potentially effected assets, initial investigation and data collection, through status updates/reporting.

MINIMUM IA Workforce Baseline: (1) of the following certifications: CAP, CASP+ CE, CISM, CISSP (or Associate), GSLC, CCISO

Security Requirement: SECRET Clearance

Specialist, Information System Security II (SISS2):

Minimum Education: Bachelor's Degree in Computer Science, Information Technology, or an equivalent technical field

Minimum Experience: Five (5) years of experience coordinating with various levels of an organization to enact required security changes to ensure compliance with published policies; conducting cybersecurity vulnerability and threat analysis; and support cyber-incident-response by isolating potentially effected assets, initial investigation and data collection through status updates/reporting.

MINIMUM IA Workforce Baseline: (1) of the following certifications: CAP, GSLC, Security+ CE

Security Requirement: SECRET Clearance

System Administrator II (SA2) :

Minimum Education: Bachelor's Degree in Electrical/Electronic/Computer Engineering, Computer Science, or Information Systems

Minimum Experience: Three (3) years of professional experience capturing and refining information security operational and security requirements, and ensuring those requirements are properly addressed through purposeful architecting, design, development, and configuration; and implementing security controls, configuration changes, software/hardware updates/patches; vulnerability scanning, and securing configurations.

MINIMUM IA Workforce Baseline: (1) of the following certifications: CCNA Security, CySA+ **, GIC SP, G SEC, Security + CE, SSCP Security + CE, SSCP

Security Requirement: SECRET Clearance

Machinery Maintenance Mechanic I (23530):

Minimum Education: High School Diploma, trade/industrial school diploma, GED equivalent, or completion of technical or military school course of study in mechanical/electrical/electronic/control systems theory, or completed training on the maintenance and operation of military based technical equipment, specific to Gas Turbine Engines.

Minimum Experience: Two (2) years of experience in warehouse inventory including maintaining acceptable and accurate inventory levels; reporting shortages, overages and all inventory levels monthly for replenishment; classifying, labeling, locating and warehousing all inventory for future use. Two (2) years of experience in assemblage of material designated on packing slips/orders for material; packaging and labeling material for shipment; receiving incoming shipments of material; retrieving packing slips, routing incoming material to cognizant requestor or area; retrieving invoices for signature when necessary; documenting receipt of material. Individual should have familiarity with Windows operating system environment as well as familiarity with Microsoft Outlook, Word and Excel is required.

Security Requirement: CONFIDENTIAL Clearance

Machinery Maintenance Mechanic II (23530):

Minimum Education: High school, trade/industrial school diploma, GED equivalent or completion of a technical or military school course of study in mechanical/electrical/electronic/control systems theory or completed training on the maintenance and operation of military based technical equipment, such as Gas Turbine School.

Minimum Experience: Three (3) years of experience with internal combustion engine type work including corrective maintenance procedures to restore failed equipment to an operational condition within predetermined parameters (Preferably gas turbine). Familiarity with hand tools and their proper usage, a working knowledge of general maintenance practices, troubleshooting and repair work is required.

Security Requirement: CONFIDENTIAL Clearance

Supply Technician (01410):

Minimum Education: High school, trade/industrial school diploma or GED equivalent.

Minimum Experience: Two (2) years of experience in warehouse inventory including maintaining acceptable and accurate inventory levels; reporting shortages, overages and all inventory levels monthly for replenishment; classifying, labeling, locating and warehousing all inventory for future use. Two (2) years' experience in assemblage of material designated on packing slips/orders for material; packaging and labeling material for shipment; receiving incoming shipments of material; retrieving packing slips, routing incoming material to cognizant requestor or area; retrieving invoices for signature when necessary; documenting receipt of material. Familiarity with Windows operating system environment as well as familiarity with Microsoft Outlook, Word and Excel is required.

Security Requirement: CONFIDENTIAL Clearance

9.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM

The contractor agrees to provide supporting accounting system reports, at the Contracting Officer's request, based on the review of the invoice documentation submitted to eCRAFT. This documentation will include reports such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent). Supporting labor data provided must include unburdened direct labor rates for each employee and labor category. Cost breakdowns for ODCs, Materials travel and other non-labor costs must be at the transactional level in sufficient detail so the Government can review allocability to the contract/task order. Indirect costs allocated to direct costs must be shown at the lowest level of detail sufficient to reconcile each indirect rate to the appropriate allocation base.

On invoices containing subcontractor costs, the prime contractor agrees, at the Contracting Officer's request, to attach as supporting documentation all invoices received from subcontractors, unless the subcontractor submits invoices directly to the CO and COR. This requirement applies to all subcontract types (Cost, FFP, etc.).

10.0 Quality Management System

10.1 The contractor shall:

- Maintain a Quality Management System (QMS) in accordance with ASQ/ANSI/ISO 9001:2015 standards per Naval Sea Systems Command (NAVSEA) QMS Acceptance Authority or appropriate directorate requirements. All QMS packages are required to adhere to applicable NAVSEA Technical Specification 9090-310 and NAVSEA Standard Item 009-04 requirements (CDRL A)
- Notify NSWCPD's Quality Department in writing when any changes are made to the QMS that may affect work defined in accordance with NAVSEA Technical Specification 9090-310.
- Submit its QMS Level 3 specific work procedures relevant to the requirements of the Solicitation, including the SOW at the Task Order level (i.e. welding, etc.).

10.2 Risk Management

The contractor shall:

- Perform risk management and security engineering for Zone D boundaries to include IAVM support, remediation, patching, scanning and associated boundary maintenance

Appendix A – Cybersecurity Workforce (CSWF) Label Guidance for the Document Preparer

CSWF Labels are provided below in accordance with SECNAV M-5239.2–

- Identifying the CSWF label will help transitioning to the CSWF requirements when the Navy directs the change

- The proper proficiency level should be chosen for each CSWF label
 - IAWF xxx-I = Entry CSWF
 - IAWF xxx-II = Intermediate CSWF
 - IAWF xxx-III = Advanced CSWF
 - Ex: IAM II = Intermediate

- The CSWF designation should be chosen based on the position responsibilities/description. Navy COOL is a quick resource for identifying this: <https://www.cool.navy.mil/usn/cswf/index.htm>

- It is highly recommended that you cross-check requirements for CSWF designation and proficiency with requirements for the IAWF designation. This will help with transitioning between the programs.
 - Ex: An Entry 41 - Customer Service and Technical Support can meet their requirements via A+, Network+ or SSCP. These align directly to someone with an IAWF designation of IAT-I (A+, CCNA-Security, Network+, SSCP)
 - IAWF and CSWF requirements do not always align. Do not rely on Navy cool for the most current baseline requirement certification list. NAVIFOR provides in Excel format it as “5239.2 Appendix 4” via its site: <https://usff.navy.deps.mil/sites/NAVIFOR/manpower/cswf/SitePages/Home.aspx>

IAWF Designation Requirement (DOD 8570.01-M) Guidance for the Document Preparer

Approved Baseline Certifications		
IAT Level I	IAT Level II	IAT Level III
A+ CE CCNA-Security CND Network+ CE SSCP	CCNA Security CySA+ ** GICSP GSEC Security+ CE CND SSCP	CASP+CE CCNP Security CISA CISSP (or Associate) GCED GCIH
IAM Level I	IAM Level II	IAM Level III
CAP CND	CAP CASP+CE	CISM CISSP (or Associate)

Cloud+ GSLC Security+ CE	CISM CISSP (or Associate) GSLC CCISO	GSLC CCISO
IASAE I	IASAE II	IASAE III
CASP+CE CISSP (or Associate) CSSLP	CASP+CE CISSP (or Associate) CSSLP	CISSP-ISSAP CISSP-ISSEP
CSSP Analyst	CSSP Infrastructure Support	CSSP Incident Responder
CEH CFR CCNA Cyber Ops CCNA Security CySA+ ** GCIA GCIH GICSP Cloud+ SCYBER PenTest+	CEH CySA+ ** GICSP SSCP CHFI CFR Cloud+ CND	CEH CFR CCNA Cyber Ops CCNA Security CHFI CySA+ ** GCFA GCIH SCYBER PenTest+
CSSP Auditor	CSSP Manager	
CEH CySA+ ** CISA GSNA CFR PenTest+	CISM CISSP-ISSMP CCISO	

- Baseline certification requirements for the IAWF can be found at: <https://public.cyber.mil/cwmp/dod-approved-8570-baseline-certifications/>
- Higher level IAT/IAM/IASAE certifications satisfy lower level requirements. Certifications listed in Level II or III cells can be used to qualify for Level I. However, Level I certifications cannot be used for Level II or III
- OS/CE Requirements will be determined by systems they need privileged access to. They are required to have an actual certification (not a training certificate) for these systems. You can determine the correct certification based on your needs. The CSWF PM, ISSOs, and ISSM can assist with this as well.
- Information Assurance (IA) Management (IAM)
 - Typically personnel in oversight/compliance roles that may:
 - Supervise or manage protective or corrective measures when a cybersecurity incident or vulnerability is discovered.
 - Ensure that system security configuration guidelines are followed.
 - Ensure that IA security requirements are appropriately identified in computer environment operation procedures.
 - Ensure that IA inspections, tests, and reviews are coordinated.
 - Participate in an IS risk assessment during the Assessment and Authorization (A&A) / Risk Management Framework (RMF) process
 - May also carry out IAT duties, as long as they also meet IAT requirements.
 - May include information system security officers (ISSOs)
- IA Technicians (IAT)
 - Typically system/network/application administrators doing technical work that may include:
 - Implement applicable patches to remediate vulnerabilities

- Install, test, maintain, and upgrade CE operating systems software and hardware to comply with cybersecurity requirements
- Implement and maintain perimeter defense systems including, but not limited to, intrusion detection systems, firewalls, grid sensors.
- Schedule and perform regular and special backups on all enclave systems.
- Examine vulnerabilities and determine actions to mitigate them.
- IA System Architects and Engineers (IASAE)
 - Typically developers and programmers, work may include:
 - Design, develop, and implement security measures that provide confidentiality, integrity, availability, authentication, and on-repudiation for the enclave environment.
 - Develop interface specifications for use within the enclave environment.
 - Develop cybersecurity architectures and designs for DoD IS to include automated IS applications, enclaves (which include networks), and special purpose environments with platform IT interconnectivity, e.g., weapons systems, sensors, medical technologies, or distribution systems.
 - Provide engineering support to security/certification test and evaluation activities.

Additional Guidance for completing Section 12.3 DON Cyberspace IT (Information Technology) / Cybersecurity & Information Assurance Functions and Personnel Requirements

IT levels should be provided for each position.

IT levels are defined in SECNAV M-5510.30 (see chapter 5).

- IT-I – Privileged Access
 - IT-I users require a Tier 5 (T5) background investigation (Top Secret eligibility)
 - This would typically be used for high-level administrators on centrally managed or cloud-based networks/information systems that connect to the internet or other DoD large networks (e.g., SIPRNet, SDREN)
 - Information Systems Security Managers (ISSM), ISSOs, or other positions with responsibility for development and administration of cybersecurity programs, to include direction and control of risk analysis and/or threat assessment.
 - Positions that have major responsibility for the direction, planning, design, testing, maintenance, operation, monitoring and/or management of systems hardware and software.
 - General rule: IAM-II/III and IAT-III personnel will be here.
 - IT-II – Limited Privilege OR sensitive information access
 - IT-II users require a Tier 3 (T3) background investigation (Secret eligibility)
 - Limited privilege could include privileged access to a stand-alone network or system, or local administrative privileges on a workstation
 - (Privilege can also be considered limited if they are under the immediate supervision of an IT-I)
 - Sensitive information includes sensitive but unclassified (SBU) and controlled unclassified information (CUI). Examples include: Personally Identifiably Information (PII), For Official Use Only (FOUO), Naval Nuclear Propulsion Information (NNPI)
- IT-III – No Privilege AND no sensitive information access
 - This category should only be used if personnel will ONLY have access to publically releasable information

C-202-H001 ADDITIONAL DEFINITIONS--BASIC (NAVSEA) (OCT 2018)

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

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively

which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of Text)

C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

(End of Text)

C-211-H011 USE OF POWER GRINDERS AND SAWS (NAVSEA) (OCT 2018)

(a) All portable pneumatic grinders or reciprocating saws that are to be used on reactor plant material or equipment or used within the reactor compartment shall be equipped with safety lock-off devices. In addition, the Contractor agrees that all portable pneumatic grinders or reciprocating saws that it purchases or acquires subsequent to the date of this contract, for use in performance of this contract in Naval workplace areas shall be equipped with safety lock-off devices.

(b) A "safety lock-off device" is any operating control which requires positive action by the operator before the tool can be turned on. The lock-off device shall automatically and positively lock the throttle in the off position when the throttle is released. Two consecutive operations by the same hand shall be required first to disengage the lock-off device and then to turn on the throttle. The lock-off device shall be integral with the tool, shall not adversely affect the safety or operating characteristics of the tool, and shall not be easily removable.

(c) Devices, such as a "dead man control" or "quick-disconnect", which do not automatically and positively lock the throttle in the off position when the throttle is released, are not safety lock-off devices.

(End of Text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

NONE

(End of Text)

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of Text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

C-211-H020 PROTECTION OF THE VESSEL (NAVSEA) (MAR 2019)

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

(End of Text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 15 January 2021 in response to NAVSEA Solicitation No. N64498-20-R-3010.

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

C-222-H001 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (APR 2019)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard

ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated for default in accordance with the clause entitled "Default (Fixed-Price Supply And Service)" (FAR 52.249-8), "Default (Fixed-Price Research And Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and

who are either assigned to the ship or require access to the ship to perform their duties.

(End of Text)

C-223-H004 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NAVSEA) (MAR 2019)

(a) General

(1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

(2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.

(3) Materials contained in ship systems are not waste until after removal from the system.

(b) Identification of Hazardous Wastes - _____ of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

(c) Generator Identification Numbers

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or

(b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "Disputes" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.

(6) Hazardous Waste Manifests - For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for

disposal. The Contractor shall obtain _____ concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify _____ within 3 business days of receipt of written notification by the State. After obtaining _____ approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to _____ for completion.

(End of Text)

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows: Paul Breeden; Paul.Breedan@navy.mil

(End of Text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

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

Contract Status Report (CDRL A001)

Travel Report (CDRL A002)

Contractor's Personnel Roster (CDRL A003)

Other Direct Cost Report (A004)

Software Components Report (CDRL A005)

Contract Financial Analysis Report (CDRL A006)

Risk Management Framework (RMF) Report (CDRL A007)
Quality Management System (QMS) Manual (CDRL A008)

C-227-H008 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018)

- (a) The contractor shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. The contractor shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system.
- (b) The contractor shall insert paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word "contractor" shall be changed to "subcontractor."
- (c) The contractor shall, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.
- (d) The contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture."
- (e) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

(End of Text)

C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATA BASES DELIVERED TO OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (JAN 2019)

- (a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (as defined in the clause entitled "Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation" (DFARS 252.227-7014)), before delivery of that computer software or computer data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.
- (b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.
- (c) Any license agreement governing the use of any computer software or computer software documentation delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).
- (d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.
- (e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.

(f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(g) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of Text)

C-228-H001 INDEMNIFICATION FOR ACCESS TO VESSEL (NAVSEA) (DEC 2018)

Notwithstanding any provision in the "Access to Vessel" clause (DFARS 252.217- 7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

(End of Text)

C-233-H001 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--BASIC (NAVSEA) (OCT 2018)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of man-hours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

- (v) Description of measures taken to lessen the disruptive effect of the change;
 - (6) Delay in delivery attributable solely to the change;
 - (7) Other work attributable to the change;
 - (8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and
 - (9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.
- (c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.
- (d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

(End of Text)

C-237-H001 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (NAVSEA) (OCT 2018)

- (a) The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NSWCPD via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:
- (1) W, Lease/Rental of Equipment;
 - (2) X, Lease/Rental of Facilities;
 - (3) Y, Construction of Structures and Facilities;
 - (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
 - (5) S, Utilities ONLY;
 - (6) V, Freight and Shipping ONLY.\
- (b) The contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.mil>.
- (c) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://dod.ecmra.support.desk@mail.mil>.

(End of Text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified in an attachment in Section J.

- a. Program/Project Manager (MANP2): Nick Lourian
- b. Computer Systems Analyst III (14103): Richard Powers
- c. Computer Programmer II (14072): Scott L. Jusko and Giang Tran
- d. Specialist, Information Assurance Compliance I (SIAC1): Kareem Adham
- e. Systems Administrator II (SA2): Charles Dougherty
- f. Computer Programmer I (14071): Ben Gimbel

(End of Text)

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of Text)

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

(End of Text)

C-242-H002 POST AWARD MEETNG (NAVSEA) (OCT 2018)

(a) A post-award meeting with the successful offeror will be conducted within thirty (30) days after award of the Task Order. The meeting will be virtual.

(b) The contractor will be given seven (7) working days' notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the Task Order.

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

(End of Text)

C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)

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

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

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

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

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

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

(End of Text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (Jun 2020)

Subcontracts (Jun 2020)

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

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

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

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

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

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

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

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

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

(e)

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting-

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is

not required under paragraph (b), (c), or (d) of this clause.

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

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

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

(4)(i).

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

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

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

- Q.E.D. Systems, Inc.
- McKean Defense Group
- EHS Technologies

(End of clause)

C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of Text)

Section D - Packaging and Marking

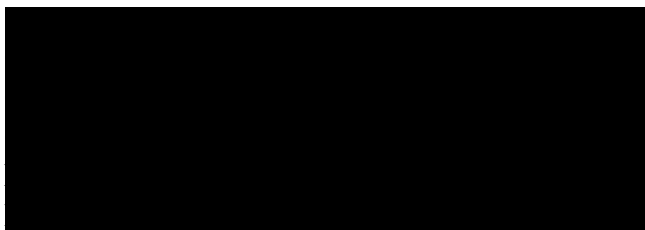
D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018) - Applicable to CLIN 4000

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 2 dated 18 May 2016.

(End of Text)

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018) - Applicable to CLIN 4000

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



Ship all Reports/Data to the Contracting Officer's Representative (COR) identified in Section G. All Deliverables shall be packaged and marked IAW Best Commercial Practices.

D-247-W001 PROHIBITED PACKING MATERIALS (NAVSEA) (OCT 2018)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

(End of Text)

Section E - Inspection and Acceptance

Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) as identified in Section G, unless otherwise specified in the Technical Instructions (TI's) or Modifications issued under this Task Order.

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018) - Applicable to CLIN 4000 Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of Text)

E-246-H014 INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA) (OCT 2018) **Item(s) 2000, 2200, 2400, 2600, 2800, 3000, 3200, 3400, 3600, 3800** - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

52.246-11 Higher-Level Contract Quality Requirement.

As prescribed in [46.311](#) , insert the following clause: Higher-Level Contract Quality Requirement (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

_____ *[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]*

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see [46.203](#)(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

E-246-H021 COST DATA FOR QUALITY MANAGEMENT SYSTEM (NAVSEA) (JAN 2019)

The contractor shall maintain and use cost data as a management element of the Quality Management System. The specific cost data to be maintained and used will be determined by the contractor. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

(End of Text)

E-246-H020 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001:2015 “Quality Management Systems – Requirements” and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall flow down such standards, as applicable, to lower-tier subcontractors under instances covered in FAR 52.246-11(b) or at the direction of the Contracting Officer. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of Text)

E-246-H001 CLARIFICATION OF INSPECTION, DELIVERY AND ACCEPTANCE TERMS FOR VESSELS AND CRAFT--BASIC (NAVSEA) (OCT 2018)

(a) The following terms apply exclusively to the delivery and acceptance of the vessels or craft constructed under this contract:

(1) This contract incorporates the clause entitled “Inspection of Supplies-Cost Reimbursement (FAR 52.246-3). The term “Preliminary Acceptance” as used in this contract refers to the Government’s conditional acceptance of the vessels/craft in accordance with the text entitled “Delivery of Completed Vessel” after successful completion of the applicable testing and trial requirements and upon delivery as set forth in Section F of the contract. The Contractor shall prepare and furnish to the Contracting Officer a DD Form 250 in accordance with DFARS 252-246.7000 entitled “Material Inspection and Receiving Report” which is to be incorporated into the Preliminary Acceptance documentation.

(2) The term “Final Acceptance” as used in this contract refers to the completion of all conditions associated with acceptance of the vessel and the expiration of the Guaranty/Warranty Period.

(3) The term “acceptance” as used in paragraph (f) of the clause entitled “Inspection of Supplies-Cost Reimbursement (FAR 52.246-3), shall be deemed to refer to “Final Acceptance,” as defined above.

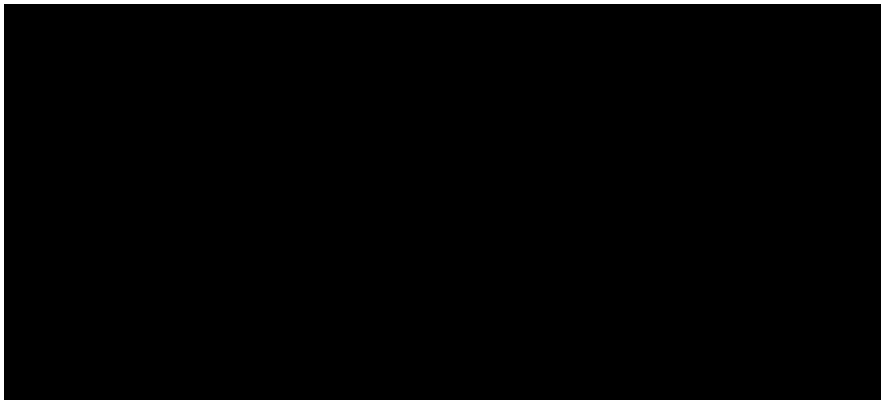
(End of Text)

Section F - Deliveries or Performance

The Period of Performance of the following Firm items are as follows:



The Period of Performance of the following Option items are as follows:



F-211-H021 DELIVERY OR PERFORMANCE (NAVSEA) (MAR 2019)

For proposal purposes the estimated date of task order award is 12 February 2021 . The government reserves the right to award sooner or later if necessary. The start and end dates below will be updated accordingly upon task order award.

(End of Text)

F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)

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

(End of Text)

Section G - Contract Administration Data

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

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

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

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

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

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

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Not Applicable

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Cost Voucher

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

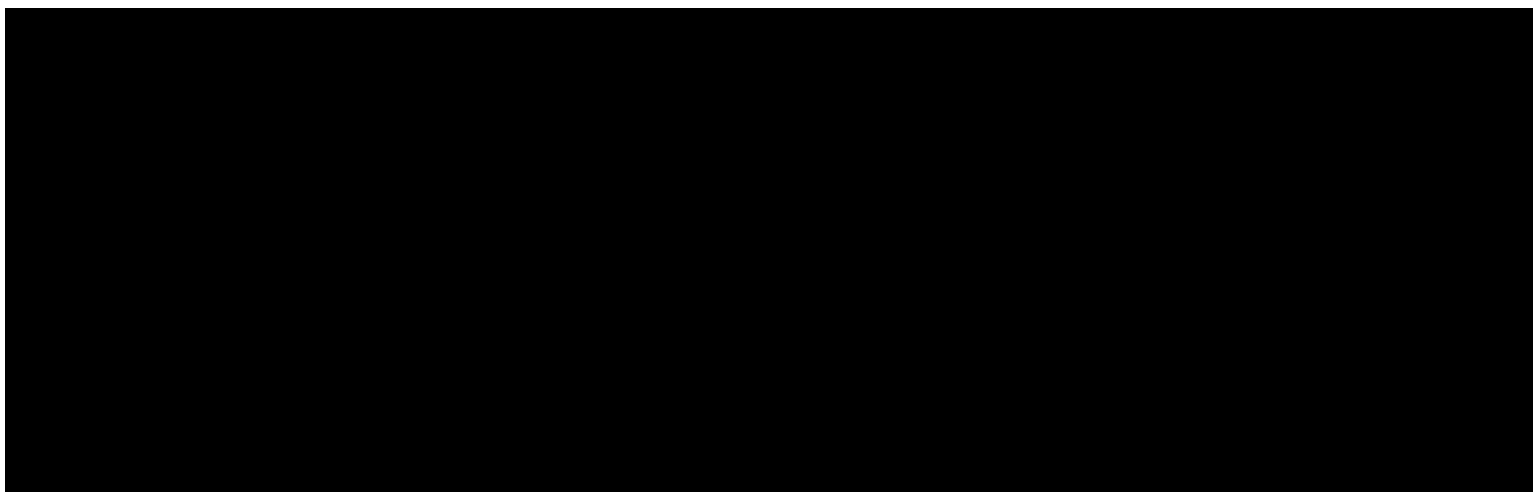
(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

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



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

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

[REDACTED]

(g) *WAWF point of contact.*

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

[REDACTED]

(2) For technical WAWF help, contact the WAWF helpdesk at [REDACTED]

(End of clause)

G-216-H001 FIXED FEE WITHHOLD--FAR 52.216-8 CLARIFICATION (NAVSEA) (OCT 2018)

The Government will withhold 15% of each fixed fee payment starting with the first invoice submitted until a total of \$100,000 of fixed fee has been withheld. Withheld amounts will be released in accordance with FAR 52.216-8, Fixed Fee.

G-232-H001 ALLOTMENT OF FUNDS--BASIC (NAVSEA) (OCT 2018)

(a) This contract is incrementally funded with respect to both cost and fee. The table below sets out:

1) The CLINs/SLINs covered by the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22);

(2) The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs;

(3) The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee" (FAR 52.216-10); and;

(4) The period of performance for which it is estimated the allotted amount(s) will cover:

CLINS/SLINS Allotted to Cost Allotted to Fee Period of Performance

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

(c) Performance under CLINS/SLINS which are fully funded is subject to the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20).

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

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)

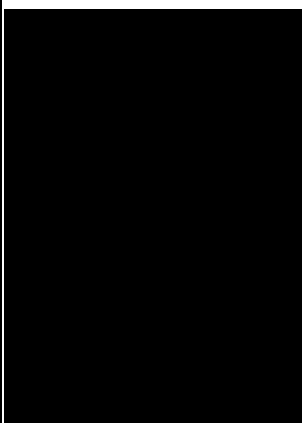
(a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions – Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

(b) This procurement contains the following contract type(s):



G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

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

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

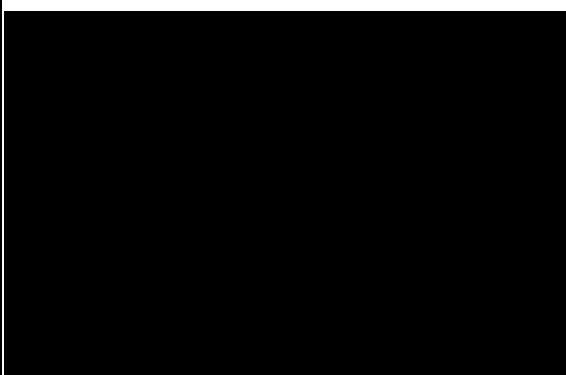
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G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)

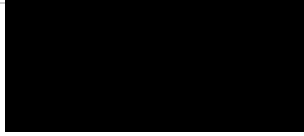
(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

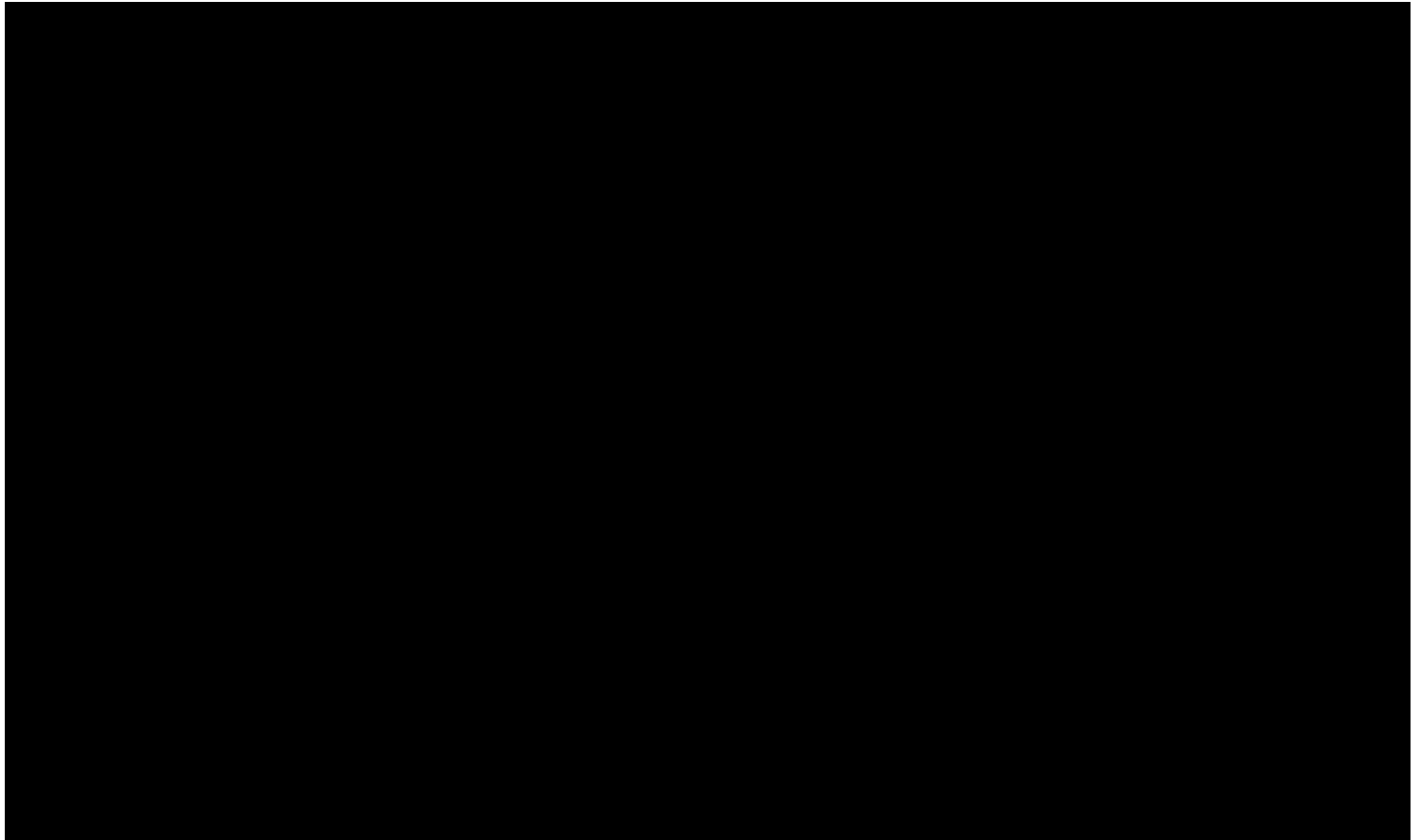


Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
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(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:



G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (OCT 2018)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes the following holidays:

HOLIDAYS*

New Year's Day

Martin Luther King's Birthday

Presidential Inauguration Day (Washington DC metro area only)

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

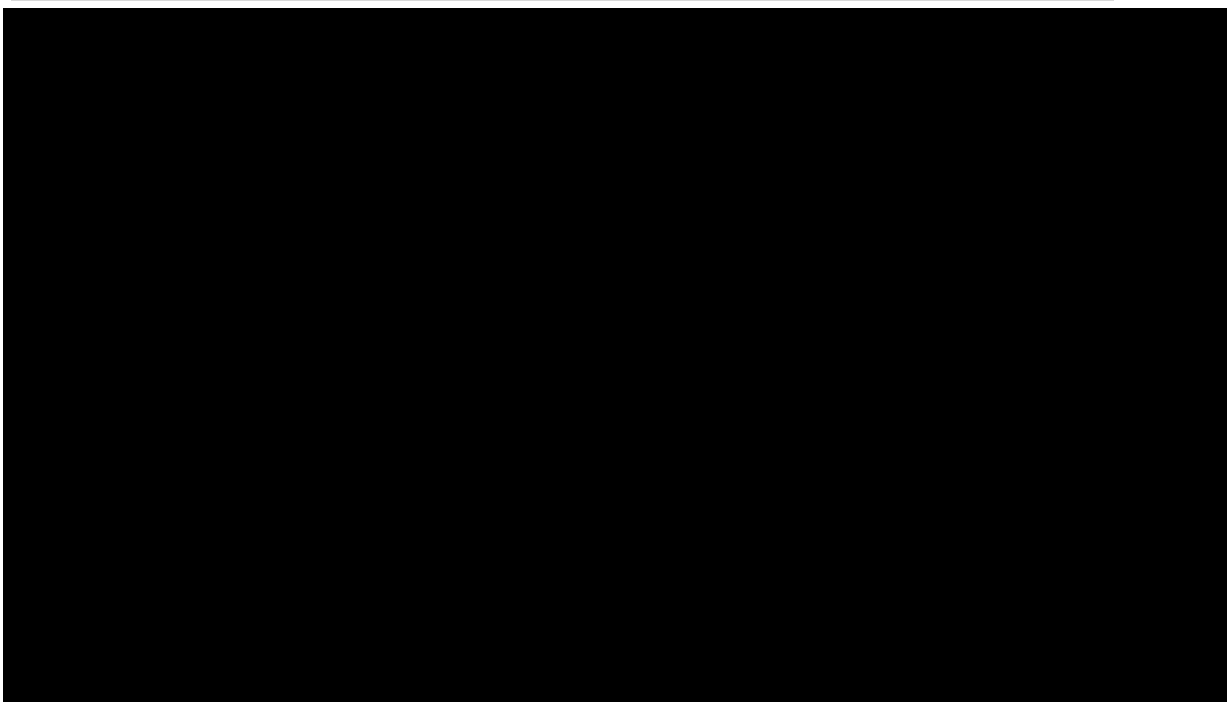
Thanksgiving Day

Christmas Day

* Except for the Presidential Inauguration Day, if the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
<p>The actual date of observance for each of the above holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link: https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/#url.</p>					
<p>(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.</p>					
<p>(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.</p>					
<p>(e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.</p>					
<p>(End of Text)</p>					
<p>G-242-W001 CONTRACT ADMINISTRATION FUNCTIONS (NAVSEA) (OCT 2018)</p>					
<p>(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:</p>					
<p>(3) Conduct post award orientation conference</p>					
<p>(4) Review and evaluate contractor's proposal under Subpart 15.4</p>					
<p>(b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO: All other functions.</p>					

Accounting Data



Section H - Special Contract Requirements

H-209-H004 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (DEC 2018)

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

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

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

(d) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government:

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

(2) any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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

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

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

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

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

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

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

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

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

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

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

(End of Text)

H-216-H002 LEVEL OF EFFORT--ALTERNATE I (NAVSEA) (OCT 2018)

(a) The total level of effort for the performance of this contract is specified in Section B and includes prime and 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 in Section B, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. 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 in Section B shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] hours per week. It is understood and agreed that the rate of man-hours per week 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 paragraphs.

(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 in Section B 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; an offer to undertake the acceleration at no increase in the estimated cost or fee; and an offer for the additional man-hours to cover the remainder of the term to include a proposed level of effort, cost breakdown, and proposed fee, for continuation of

the work until expiration of the term. The offer shall acknowledge that the additional man-hours 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 a signed contract modification 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 Section B would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the Defense Contract Audit Agency office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period that separately identifies compensated and uncompensated hours; (2) a breakdown of this compensated 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. Additionally, in the case of a cost underrun the Contractor shall submit the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the Limitation of Funds or Limitation of Cost clauses, as applicable, the period of performance may be extended at the discretion of the Contracting Officer, and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in Section B. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-2 Security Requirements (Aug 1996)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

52.204-25 Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

52.210-1 Market Research (Apr 2011)

52.219-6 Notice of Total Small Business Set-Aside (DEV 2020-O0008) (Mar 2020)

52.219-14 Limitations on Subcontracting (DEV 2020-O0008) (Mar 2020)

52.219-28 Post-Award Small Business Program Rerepresentation (Jul 2013)

52.222-4 Contract Work Hours and Safety Standards Act- Overtime Compensation (May 2018)

52.222-26 Equal Opportunity (Sept 2016)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

52.222-50 Alt I Combating Trafficking in Persons (Mar 2015)

52.223-5 Pollution Prevention And Right-To-Know Information (May 2011)

52.223-10 Waste Reduction Program (May 2011)

52.224-3 Privacy Training (Jan 2017)

52.227-1 Authorization and Consent (Jun 2020)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)

52.227-10 Filing of Patent Applications-Classified Subject Matter

52.227-11 Patent Rights-Ownership by the Contractor (May 2014)

52.232-25 Prompt Payment (ALT I) (Feb 2002)

52.233-3 Protest After Award (ALT I) (Jun 1985)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

52.245-1 Government Property (Apr 2012)

- 52.245-9 Use and Charges (Apr 2012)
- 52.246-26 Reporting Nonconforming Items (Dec 2019)
- 52.247-63 Preference for U.S.- Flag Air Carriers (Jun 2003)
- 252.203-7004 Display Of Fraud Hotline Poster(s) (Oct 2016)
- 252.204-7004 Antiterrorism Awareness Training for Contractors (Feb 2019)
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019)
- 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (May 2016)
- 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Dec 2019)
- 252.211-7007 Reporting of Government-Furnished Property (Aug 2012)
- 252.215-7007 Notice of Intent to Resolicit (Jun 2012)
- 252.215-7013 Supplies and Services Provided by Nontraditional Defense Contractors (Jan 2018)
- 252.223-7006 Prohibition On Storage, Treatment, And Disposal Of Toxic Or Hazardous Materials-Basic (Sep 2014)
- 252.225-7041 Correspondence in English (Jun 1997)
- 252.225-7976 (Deviation) Contractor Personnel Performing in Japan (Deviation 2018-O0019) (Aug 2018)
- 252.225-7978 Restriction on Acquisition of Certain Magnets and Tungsten (Deviation 2019-O0006)
- 252.227-7015 Technical Data-Commercial Items
- 252.227-7016 Rights in Bid or Proposal Information (JAN 2011)
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions
- 252.227- 7019 Validation of Asserted Restrictions--Computer Software (SEP 2016)
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988)
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)
- 252.227-7030 Technical Data--Withholding of Payment (MAR 2000)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 2016)

252.227-7038 Patents Rights--Ownership by Contractor (Large Business) (JUN 2010)

252.227-7039 Patents--Reporting of Subject Inventions (APR 1990)

252.231-7000 Supplemental Cost Principles (Dec 1991)

252.237-7023 Continuation of Essential Contractor Services (Oct 2010)

252.237-7024 Notice of Continuation of Essential Contractor Services

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)

252.245-7002 Reporting Loss of Government Property (DEVIATION 2020-O0004) (Feb 2020)

252.245-7003 Contractor Property Management System Administration (Apr 2012)

252.245-7004 Reporting, Reutilization, and Disposal (Mar 2015)

252.246-7001 Warranty of Data- Basic (Mar 2014)

252.246-7003 Notification of Potential Safety Issues (Jan 2007)

252.247-7023 Transportation of Supplies by Sea- Basic (Feb 2019)

52.217-9 VAR I OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION I) (OCT 2018)

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

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "Level of Effort – Alternate I", if the total manhours delineated in paragraph (a) of the Level of Effort requirement, have not been

expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of Clause)

52.219-6 Notice of Total Small Business Set-Aside (JAN 2019) (DEVIATION 2019-O0003)

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

(b) *Applicability.* This clause applies only to—

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

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

(c) *General.*

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

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

(d) *Agreement.*

(1) For a contract at or below the simplified acquisition threshold, a small business concern may provide the end item of any firm. For a contract exceeding the simplified acquisition threshold, a small business concern that provides an end item it did not manufacture, process, or produce, shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) Paragraph (d)(1) of this clause does not apply to construction or service contracts.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed [REDACTED] or the overtime premium is paid for work --

1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of Clause)

52.244-2 Subcontracts (Oct 2010)

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

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

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

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

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

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

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

COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, AND FIRM FIXED PRICE (FFP) LEVEL OF EFFORT (LOE) CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE PROPOSAL FOR THE PERFORMANCE OF SERVICES.

NOTE: FIRM FIXED PRICE (FFP) LEVEL OF EFFORT (LOE) CONTRACT TYPE SHALL ONLY BE UTILIZED FOR INVESTIGATION OR FOR STUDY IN A SPECIFIC RESEARCH AND DEVELOPMENT AREA

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

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

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

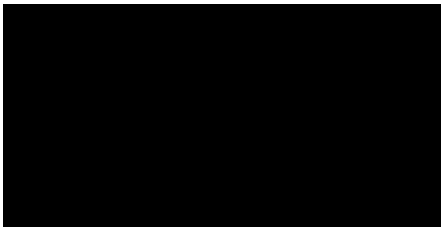
(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor,

may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

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



(End of Clause)

52.229-8 Taxes - Foreign Cost-Reimbursement Contracts (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Japan or from which the Contractor or any subcontractor under this contract is exempt under the laws of _____ Japan, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): acquisition.gov/far

(End of Provision)

52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7016 Covered Defense Telecommunications Equipment or Services - Representation (DEC 2019)

(a) *Definitions.* As used in this provision, *covered defense telecommunications equipment or services* has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)

Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall -

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is -

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from PGI 225.372-1.

(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 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 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 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 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

(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 to be furnished with restrictions ¹	Basis for assertion ²	Asserted rights category ³	Name of person asserting restrictions ⁴
(LIST)	(LIST)	(LIST)	(LIST)

1 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.

2 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.

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

4 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 purpose rights shall be marked as follows:

Government Purpose Rights

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

Limited Rights
Contract No.
Contractor Name
Contractor Address

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

(End of legend)

(4) Special license rights markings.

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

Special License Rights

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

(h) Removal of unjustified and nonconforming markings -

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

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

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

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

As prescribed in 227.7203-6(a)(1), use the following clause:

RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

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

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

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

- (ii) Has been offered for sale, lease, or license to the public;
 - (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
 - (iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.
- (2) Computer database means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.
- (3) Computer program means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (4) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.
- (5) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (6) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
- (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
 - (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (7) Developed means that—
- (i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;
 - (ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or
 - (iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

- (8) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
- (i) Private expense determinations should be made at the lowest practicable level.
- (ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.
- (9) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.
- (10) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.
- (11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.
- (12) Government purpose rights means the rights to—
- (i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and
- (ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.
- (13) Minor modification means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.
- (14) Noncommercial computer software means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.
- (15) Restricted rights apply only to noncommercial computer software and mean the Government's rights to—
- (i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;
- (ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;
- (iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;
- (iv) Modify computer software provided that the Government may—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

(2) *Government purpose rights.*

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

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

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

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

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

(3) *Restricted rights.*

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

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

(iii) The Contractor acknowledges that—

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

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

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

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

(4) *Specifically negotiated license rights.*

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

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

(5) *Prior government rights.* Computer software or computer software documentation that will be delivered,

furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date	_____
Printed Name and Title	_____

Signature	_____

(End of identification and assertion)

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

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

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

also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address
Expiration Date

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No.
Contractor Name
Contractor Address

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

(End of clause)

ALTERNATE I (JUN 1995)

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

(l) *Publication for sale.*

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

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

documentation.

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

Section J - List of Attachments

Attachment Number	File Name	Description
1	DD Form 254 MGTIS 25 Mar 2020.pdf	Initial DD254
2	Cost Summary Format.xlsx	Cost Summary Format
3	Labor Rate Substantiation.xls	Labor Rate Substantiation
4	List of Key Personnel.xlsx	List of Key Personnel
5	MGTIS UPDATED SOW 12-17-20.doc	MGTIS Updated Statement of Work dated 17 December 2020
Exhibit A	DD1423-1 CDRL_A001_Contract Status Report Rev.1.pdf	CDRL A001 Contract Status Report
Exhibit B	DD1423-1 CDRL_A002_Travel Report Rev.1.pdf	CDRL A002 Travel Report
Exhibit C	DD1423-1 CDRL_A003_Contract's Personnel Report Rev.1.pdf	CDRL A003 Contracts Personnel Report
Exhibit D	DD1423-1 CDRL_A004_Other Direct Cost Report Rev. 1.pdf	CDRL A004 Other Direct Cost Report
Exhibit E	DD1423-1 CDRL_A005_Software Components Report Rev.1.pdf	CDRL A005 Software Components Report
Exhibit F	DD1423-1 CDRL_A006_Contract Financial Analysis Report Rev.1.pdf	CDRL A006 Contract Financial Analysis Report
Exhibit G	CDRL A007 - Risk Management Framework (RMF) Reports_REV1.pdf	CDRL A007 Risk Management Framework (RMF) Report
Exhibit H	CDRL A008 - Quality Management System (QMS) Manual_MGTIS.pdf	CDRL A008 Quality Management System (QMS) Manual