

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>V</b>		PAGE OF PAGES <b>1 3</b>	
2. AMENDMENT/MODIFICATION NUMBER <b>44</b>		3. EFFECTIVE DATE <b>05/04/2020</b>		4. REQUISITION/PURCHASE REQUISITION NUMBER <b>See Section G</b>		5. PROJECT NUMBER (If applicable) <b>N/A</b>	
6. ISSUED BY CODE		N00178		7. ADMINISTERED BY (If other than Item 6) CODE		S3101A SCD C	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  <b>ECS FEDERAL, LLC</b> <b>2750 Prosperity Ave, Ste 600</b> <b>Fairfax, Virginia 22031</b>				7. ADMINISTERED BY (If other than Item 6)  <b>DCMA Springfield</b> <b>Bldg 93</b> <b>Picatinny Arsenal, NJ 07806-5000</b>			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  <b>ECS FEDERAL, LLC</b> <b>2750 Prosperity Ave, Ste 600</b> <b>Fairfax, Virginia 22031</b>				(X) 9A. AMENDMENT OF SOLICITATION NUMBER			
				<input type="checkbox"/> 9B. DATED (SEE ITEM 11)			
				(X) 10A. MODIFICATION OF CONTRACT/ORDER NUMBER <b>N00178-14-D-7758/0002</b>			
CODE 1T1E5 FACILITY CODE 806026852				10B. DATED (SEE ITEM 13) <b>07/29/2016</b>			

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority)  <b>Unilateral - FAR 52.232-22 Limitation of Funds</b>

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

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

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		<b>Daniel Belcher , Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
 <i>(Signature of person authorized to sign)</i>		<b>/s/Daniel Belcher</b>  <i>(Signature of Contracting Officer)</i>	<b>05/06/2020</b>

# General Information

The purpose of this modification is to provide incremental funding. Accordingly, said Task Order is modified as follows:

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

The Line of Accounting information is hereby changed as follows:

7301BN:

From:

To: CC 97X4930 NH1E 251 77777 0 050120 2F 000000 A00005616408

7301BP:

From:

To: CD 97X4930 NH1E 251 77777 0 050120 2F 000000 A00005618104

The total amount of funds obligated to the task order is hereby increased from

[REDACTED].

CLIN/SLIN	Fund Type	From	By	To
7301BN	RDT&E	[REDACTED]	[REDACTED]	[REDACTED]
7301BP	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

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

[REDACTED]

CLIN/SLIN	From	By	To
7301AA	[REDACTED]		
7301BN	[REDACTED]	[REDACTED]	[REDACTED]
7301BP	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From To
7301BN	05/04/2020 - 07/28/2020
7301BP	05/04/2020 - 07/28/2020

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

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 147
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00178-14-D-7758		2. DELIVERY ORDER/CALL NO. 0002		3. DATE OF ORDER/CALL (YYYYMMDD) 2020MAY04	4. REQUISITION/PURCH REQUEST NO. <b>See Section G</b>
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren, VA 22448-5110		CODE N00178	7. ADMINISTERED BY (If other than 6) DCMA Springfield Bldg 93 Picatinny Arsenal, NJ 07806-5000		CODE S3101A SCD: C
9. CONTRACTOR ECS FEDERAL, LLC 2750 Prosperity Ave, Ste 600 Fairfax, VA 22031		CODE 1T1E5	FACILITY 806026852	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>	11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
14. SHIP TO <b>SEE SECTION F</b>		CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus, OH 43218-2266		12. DISCOUNT TERMS <b>Net 30 Days WAWF</b>
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK <b>SEE SECTION G</b>
16. TYPE OF ORDER		<input checked="" type="checkbox"/> DELIVERY/ CALL	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.		
		<input type="checkbox"/> PURCHASE	Reference your _____ furnish the following on terms specified herein.		
<b>ACCEPTANCE.</b> THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.					
ECS FEDERAL, LLC		Nichole McMenamin			
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE	
				DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:					
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <b>SEE SCHEDULE</b>					
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT
	<b>SEE SCHEDULE</b>				
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA  /s/Daniel Belcher BY:		05/05/2020 CONTRACTING/ORDERING OFFICER	
				25. TOTAL	
				26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			31. PAYMENT	34. CHECK NUMBER	
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		31. COMPLETE	35. BILL OF LADING NO.	
			31. PARTIAL		
			31. FINAL		
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

# Section B - Supplies and Services

## CLIN - SUPPLIES OR SERVICES

### Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R425	Base Period - Technical and Engineering Services Support in the areas of Cyber analysis and Cyber development capabilities IAW Section C, PWS (See Note 1) (Fund Type - TBD)	0.00	Labor Hours	\$0.00	\$0.00	\$0.00
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		
7001		Replaces CLIN 7000; Base Period - Technical and Engineering Services Support in the areas of Cyber analysis and Cyber development capabilities IAW Section C, PWS (See Note 1)					
7001AA	R425	Holding SLIN for CLIN 7001 (Fund Type - TBD)	25,389.00	Lot			
		Max Fee					
		Min Fee					
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		
7001AB	R425	Award - TI-01 (O&MN,N)	1.00	Lot			
		Max Fee					
		Min Fee					
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		
7001AC	R425	Award - TI-01 (O&MN,N)	1.00	Lot			
		Max Fee					
		Min Fee					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7001AD	R425	Award - TI-01 (O&MN,N)	1.00	Lot	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7001AE	R425	Mod 2 - TI-01, 10 USC 2410(a) authority is being invoked. (O&MN,N)	1.00	Lot	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7001AF	R425	Mod 2 - TI-01, 10 USC 2410(a) authority is being invoked. (O&MN,N)	1.00	Lot	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7001AG	R425	Mod 4 - TI-01, 10 USC 2410(a) authority is being invoked. (O&MN,N)	2,161.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7001AH	R425	Mod 5 - TI-02, 10 USC 2410(a) authority is being invoked. (O&MN,N)	155.00	Labor Hours	████████	████████	████████
		Max Fee	████████				

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7001AJ	R425	Mod 5 - TI-02, 10 USC 2410(a) authority is being invoked. (OPN)	155.00	Labor Hours			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7001AK	R425	Mod 5 - TI-01, 10 USC 2410(a) authority is being invoked. (O&MN,N)	0.00	Labor Hours			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				

Cost Type / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Base Period - Data for CLIN 7000 IAW Section C, PWS. (See Note 5) - Not Separately Priced	1.00	Lot		NSP	

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7100	R425	Option Period 1 - Technical and Engineering Services Support in the areas of Cyber analysis and Cyber development capabilities IAW Section C, PWS (See Note 1 and 2) (Fund Type - TBD) Option	0.00	Labor Hours			
		Max Fee					
		Min Fee					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7101		Replaces CLIN 7100; Option Period 1 - Technical and Engineering Services Support in the areas of Cyber analysis and Cyber development capabilities IAW Section C, PWS (See Note 1 and 2)					
7101AA	R425	Holding SLIN for CLIN 7101 (Fund Type - TBD)	52,050.00	Lot			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7101AB	R425	Mod 7 - TI-11, 10 USC 2410(a) authority is being invoked. (O&MN,N)	20,658.00	Lot			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7101AC	R425	Mod 8 - TI-11, 10 USC 2410(a) authority is being invoked. (O&MN,N)	4,308.00	Lot			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7101AD	R425	Mod 8 - TI-14, 10 USC 2410(a) authority is being invoked. (RDT&E)	3,272.00	Labor Hours			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				



Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line	70.00%				
7101AE	R425	Mod 9 - TI-15 (OPN)	27.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7101AF	R425	Mod 11 - TI-15 Rev 1 (OPN)	0.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7101AG	R425	Mod 15 - TI-17 (RDT&E)	60.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7101AH	R425	Mod 17 - TI-11 (O&MN,R)	1,539.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				

Cost Type / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
------	-----	-------------------	-----	------	--------------	--------------	------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Option Period 1 - Data for CLIN 7000 IAW Section C, PWS. (See Note 5)	1.00				
				Lot		NSP	

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7200	R425	Option Period 2 - Technical and Engineering Services Support in the areas of Cyber analysis and Cyber development capabilities IAW Section C, PWS (See Note 1 and 2) (Fund Type - TBD) Option	0.00	Labor Hours	████	████	████
		Max Fee			████		
		Min Fee			████		
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		
7201		Option Period 2 - Technical and Engineering Services Support in the areas of Cyber analysis and Cyber development capabilities IAW Section C, PWS (See Note 1 and 2)					
7201AA	R425	Holding SLIN for CLIN 7201 (Fund Type - TBD)	1.00	Labor Hours	████████████████	████████	████████
		Max Fee			████████		
		Min Fee			████████		
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		
7201AB	R425	Mod 18 - TI-21, 10 USC 2410(a) authority is being invoked. (O&MN,R)	1.00	Lot	████████████████	████████	████████
		Max Fee			████████		
		Min Fee			████████		
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		
7201AC	R425	Mod 18 - TI-22, 10 USC 2410(a) authority is being invoked. (O&MN,R)	1.00	Lot	████████	████████	████████
		Max Fee			████████		
		Min Fee			████████		

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7201AD	R425	TI-27, 10 USC 2410(a) authority is being invoked. (RDT&E)	1.00	Lot	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7201AE	R425	TI-26, 10 USC 2410(a) authority is being invoked. (O&MN,N)	1.00	Lot	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7201AF	R425	Mod 20 - TI-28, 10 USC 2410(a) authority is being invoked. (O&MN,N)	7,248.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7201AG	R425	Mod 20 - TI-21, 10 USC 2410(a) authority is being invoked. Mod 27 Funding of \$62,000 realigned to SLIN 9201AG. (O&MN,N)	41,078.00	Labor Hours	██		
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7201AH	R425	Mod 20 - TI-27, 10 USC 2410(a) authority is being invoked. (RDT&E)	1.00	Lot	████████	████████	████████

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7201AJ	R425	TI-27, 10 USC 2410(a) authority is being invoked. (RDT&E)	1.00	Lot			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7201AK	R425	Mod 22 - TI-22 (O&MN,N)	1.00	Lot			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7201AL	R425	Mod 26 - TI-22 \$50K Deobligation. Mod 27 an additional \$11,500 was deobligated. (RDT&E)	1.00	Lot			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7201AM	R425	Mod 24 - TI-22 (RDT&E)	331.00	Labor Hours			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				

Cost Type / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299	Option Period 2 - Data for CLIN 7000 IAW Section C, PWS. (See Note 5)	1.00		Lot		NSP	

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7300	R425	Award Term 1 - Technical and Engineering Services Support in the areas of Cyber analysis and Cyber development capabilities IAW Section C, PWS (See Note 1 and 3) (Fund Type - TBD) Award Term	0.00	Labor Hours	█	█	█
		Max Fee			█		
		Min Fee			█		
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		
7301		Award Term 1 - Technical and Engineering Services Support in the areas of Cyber analysis and Cyber development capabilities IAW Section C, PWS (See Note 1 and 2)					
7301AA	R425	Holding SLIN for CLIN 7301 (Fund Type - TBD)	9,193.00	Labor Hours	█	█	█
		Max Fee			█		
		Min Fee			█		
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		
7301AB	R425	Mod 28 - TI-31, 10 USC 2410(a) authority is being invoked. (O&MN,N)	1.00	Lot	█	█	█
		Max Fee			█		
		Min Fee			█		
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7301AC	R425	Mod 28 - TI-32, 10 USC 2410(a) authority is being invoked. (O&MN,N)	1.00	Lot	████████	████████	████████
		Max Fee			████████		
		Min Fee			████████		
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		
7301AD	R425	Mod 28 - TI-39, 10 USC 2410(a) authority is being invoked. (RDT&E)	1.00	Lot	████████	████████	████████
		Max Fee			████████		
		Min Fee			████████		
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		
7301AE	R425	Mod 28 - TI-32 (SCN)	1.00	Lot	████████	████████	████████
		Max Fee			████████		
		Min Fee			████████		
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		
7301AF	R425	Mod 28 - TI-32 (RDT&E)	1.00	Lot	████████	████████	████████
		Max Fee			████████		
		Min Fee			████████		
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		
7301AG	R425	Mod 29 - TI-32 (RDT&E)	1.00	Lot	████████	████████	████████
		Max Fee			████████		
		Min Fee			████████		
		Government Overrun Share Line			70.00%		
		Government Underrun Share Line			70.00%		

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7301AH	R425	Mod 29 - TI-32, 10 USC 2410(a) authority is being invoked. (O&MN,N)	1.00	Lot	████████	████████	████████
		Max Fee			████████		
		Min Fee			████████		
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AJ	R425	Mod 29 - TI-38, 10 USC 2410(a) authority is being invoked (O&MN,N)	1.00	Lot	████████	████████	████████
		Max Fee			████████		
		Min Fee			████████		
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AK	R425	Mod 30 - TI-39 (RDT&E)	1.00	Lot	████████	████████	████████
		Max Fee			████████		
		Min Fee			████████		
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AL	R425	Mod 31 - TI-32 (RDT&E)	528.00	Labor Hours	████████	████████	████████
		Max Fee			████████		
		Min Fee			████████		
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AM	R425	Mod 31 - TI-31 (RDT&E)	2,568.00	Labor Hours	████████	████████	████████
		Max Fee			████████		
		Min Fee			████████		
		Government Overrun Share Line	70.00%				

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line	70.00%				
7301AN	R425	Mod 31 - TI-38, 10 USC 2410(a) authority is being invoked. (O&MN,N)	1,584.00	Labor Hours	██████████	██████████	██████████
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AP	R425	Mod 31 - TI-38, 10 USC 2410(a) authority is being invoked (O&MN,N)	268.00	Labor Hours	██████████	██████████	██████████
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AQ	R425	Mod 31 - TI-31, 10 USC 2410(a) authority is being invoked (O&MN,N)	1,869.00	Labor Hours	██████████	██████████	██████████
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AR	R425	Mod 32 - TI-38, 10 USC 2410(a) authority is being invoked. (O&MN,N)	1,056.00	Labor Hours	██████████	██████████	██████████
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AS	R425	Mod 32 - TI-33 (RDT&E)	581.00	Labor Hours	██████████	██████████	██████████
		Max Fee	██████████				
		Min Fee	██████████				



Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AT	R425	Mod 33 - TI-31, 10 USC 2410(a) authority is being invoked. (WCF)	1,682.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AU	R425	Mod 35 - TI-31, Funding Document: F2MTN79283G001 (O&MN,N)	5,281.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AV	R425	Mod 35 - TI-32, Funding Document: F2MTN79283G001 (O&MN,N)	422.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AW	R425	Mod 35 - TI-32, Funding Document: HQ0642927315 (RDT&E)	180.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AX	R425	Mod 36 - TI-32, Funding Document: HQ0642927315 (RDT&E)	1,141.00	Labor Hours	████████	████████	████████
		Max Fee	████████				

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AY	R425	Mod 36 - TI-33, OWLD 02/28/2026, CVN 74 (SCN)	581.00	Labor Hours			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301AZ	R425	Mod 37 - TI-32 (WCF)	317.00	Labor Hours			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301BA	R425	Mod 38 - TI-31, Funding Document: F2MTN79345G001 (O&MN,N)	10,033.00	Labor Hours			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301BB	R425	Mod 39 - TI-32 (RDT&E)	317.00	Labor Hours			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301BC	R425	Mod 39 - TI-32 (RDT&E)	528.00	Labor Hours			

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301BD	R425	Mod 40 - TI-32, Funding Document: F2MTN79283G001 (O&MN,N)	1,056.00	Labor Hours			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301BE	R425	Mod 40 - TI-31, Funding Document: F2MTN79283G001 (O&MN,N)	12,673.00	Labor Hours			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301BF	R425	Mod 41 - TI-32 (O&MN,N)	528.00	Labor Hours			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301BG	R425	Mod 41 - TI-32 (O&MN,N)	634.00	Labor Hours			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7301BH	R425	Mod 41 - TI-33 (O&MN,N)	581.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301BJ	R425	Mod 42 - TI-39 (RDT&E)	422.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301BK	R425	Mod 42 - TI-32 (RDT&E)	37.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301BL	R425	Mod 43 - TI-32 (RDT&E)	739.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301BM	R425	Mod 43 - TI-33 (Fund Type - TBD)	1,096.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line	70.00%				
7301BN	R425	Mod 44, TI-39 (RDT&E)	317.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				
7301BP	R425	Mod 44 - TI-39 (O&MN,N)	359.00	Labor Hours	████████	████████	████████
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				

Cost Type / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399	Award Term 1 - Data for CLIN 7000 IAW Section C, PWS. (See Note 5)	1.00		Lot		NSP	

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7400	R425	Award Term 2 - Technical and Engineering Services Support in the areas of Cyber analysis and Cyber development capabilities IAW Section C, PWS (See Note 1 and 3) (Fund Type - TBD) Award Term	0.00	Labor Hours	████████████████████		
		Max Fee	████████				
		Min Fee	████████				
		Government Overrun Share Line	70.00%				
		Government Underrun Share Line	70.00%				

## Cost Type / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499	Award Term 2 - Data for CLIN 7000 IAW Section C, PWS. (See Note 5)	1.00		Lot		NSP	

## ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Base Period - ODC in support of CLIN 7000 (See Note 4) (Fund Type - TBD) Option	1.00	Lot	██████████
9001		Base Year ODCs for CLIN 7001			
9001AA	R425	Holding SLIN for CLIN 9001 (Fund Type - TBD)	1.00	Lot	██████████
9001AB	R425	Award - TI-01 (Fund Type - OTHER)	1.00	Lot	██████████
9001AC	R425	Award - TI-01 (O&MN,N)	1.00	Lot	██████████
9001AD	R425	Mod 4 - TI-01 (O&MN,N)	1.00	Lot	██████████
9001AE	R425	Mod 5 - TI-01 (O&MN,N)	1.00	Lot	██████
9100	R425	Option 1 - ODC in support of CLIN 7100 (See Note 2 and 4) (Fund Type - TBD) Option	1.00	Lot	██████████
9101		Option Year 1 ODCs for CLIN 9101			
9101AA	R425	ODC in support of CLIN 7101 (Fund Type - TBD)	1.00	Lot	██████████
9101AB	R425	ODC in support of CLIN 7101 (O&MN,N)	1.00	Lot	██████████
9101AC	R425	ODC in support of CLIN 7101 (O&MN,N)	1.00	Lot	██████████
9101AD	R425	ODC in support of CLIN 7101 (RDT&E)	1.00	Lot	██████████
9101AE	R425	ODCs in support of TI-16 (Fund Type - TBD)	1.00	Lot	██████████
9101AF	R425	ODCs in support of TI-11 (O&MN,N)	1.00	Lot	██████████
9101AG	R425	ODC in support of TI-17 (RDT&E)	1.00	Lot	██████
9200	R425	Option 2 - ODC in support of CLIN 7200 (See Note 2 and 4) (Fund Type - TBD) Option	1.00	Lot	██████
9201		Option 2 - ODC in support of CLIN 7200 (See Note 2 and 4)			
9201AA	R425	Holding SLIN for CLIN 9201 (Fund Type - TBD)	1.00	Lot	██████████
9201AB	R425	ODC in support of CLIN 7201 (O&MN,R)	1.00	Lot	██████████
9201AC	R425	ODC in support of CLIN 7201 (RDT&E)	1.00	Lot	██████████

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9201AE	R425	ODC in support of CLIN 7201 (O&MN,N)	1.00	Lot	████████
9201AF	R425	ODC in support of CLIN 7201 (O&MN,N)	1.00	Lot	████████
9201AG	R425	ODC in support of CLIN 7201. Mod 27 Funding of \$62,000 realigned from SLIN 7201AG. (O&MN,N)	1.00	Lot	████████
9201AH	R425	ODC in support of CLIN 7201 (O&MN,N)	1.00	Lot	████████
9201AM	R425	ODC in support of CLIN 7201 (RDT&E)	1.00	Lot	████████
9300	R425	Award Term 1 - ODC in support of CLIN 7300 (See Note 3 and 4) (Fund Type - TBD) Award Term	1.00	Lot	████
9301					
9301AA	R425	ODC in support of CLIN 7301 (Fund Type - TBD)	1.00	Lot	████████
9301AB	R425	ODC in support of CLIN 7301 (O&MN,N)	1.00	Lot	████████
9301AC	R425	ODC in support of CLIN 7301 (RDT&E)	1.00	Lot	████████
9301AD	R425	ODC in support of CLIN 7301, 10 USC 2410(a) authority is being invoked. (O&MN,N)	1.00	Lot	████████
9301AE	R425	ODC in support of CLIN 7301, 10 USC 2410(a) authority is being invoked. (O&MN,N)	1.00	Lot	████████
9301AF	R425	ODC in support of CLIN 7301, 10 USC 2410(a) authority is being invoked. (O&MN,N)	1.00	Lot	████████
9301AG	R425	ODC in support of CLIN 7301, 10 U.S.C 2410a authority is being invoked. (O&MN,N)	1.00	Lot	████████
9301AH	R425	ODC in support of CLIN 7301 (RDT&E)	1.00	Lot	██████
9301AJ	R425	ODC in support of CLIN 7301, Funding Document: F2MTN79345G001 (O&MN,N)	1.00	Lot	████████
9301AK	R425	ODC in support of CLIN 7301 (RDT&E)	1.00	Lot	████████
9301AL	R425	ODC in support of CLIN 7301 (RDT&E)	1.00	Lot	████████
9301BE	R425	ODC in support of CLIN 7301, Funding Document: F2MTN79283G001 (O&MN,N)	1.00	Lot	████████
9400	R425	Award Term 2 - ODC in support of CLIN 7400 (See Note 3 and 4) (Fund Type - TBD) Award Term	1.00	Lot	████████

**NOTE 1: LABOR HOURS (HR)**

At the time of award, the number of labor hours listed above (0.0 HR) in the Base Period and each Option Period and Award Term Period will be changed to coincide with the Level of Effort provided in Section H, SEA 5252.216-9122 Level of Effort clause.

**NOTE 2: OPTION CLAUSE**

Option to Extend the Term of the Contract Clause in Section I applies to the Option CLINs and Award Term CLINs.

**Note 3: AWARD TERM**

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

**NOTE 4: OTHER DIRECT COSTS (ODCs)**

Any Other Direct Cost (ODC) other than the costs identified in Section L will be limited to approval at time of award.

**NOTE 5: NOT SEPARATELY PRICED**

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

**B.1 (Deleted)****B.2 TYPE OF ORDER**

This task order is a Term (Level of Effort) type order.

Items in the 7xxx series are cost plus incentive fee and Not Separately Priced (NSP) type.

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

**B.3 ADDITIONAL CLINS**

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Task Order. These modifications will not change the overall level of effort, estimated cost or incentive fee of the Task Order.

**B.4 INCENTIVE FEE INSTRUCTIONS**

Note: Upon award, the successful Offeror's proposed Minimum Incentive Fee percentage, Maximum Incentive Fee percentage and target incentive fee, will be incorporated in the below table and in FAR clause 52.216-10 INCENTIVE FEE in Section I. The min fee shall be three percent (3%). The max fee shall not be greater than nine percent (9%). Target fee shall not be greater than six percent (6%). **Additionally, this target fee applies to all subcontractors when CPIF type subcontracts are proposed.**

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

INCENTIVE FEE TABLE
---------------------



CLIN	QTY (Hrs)	Min Fee/Hrs	Target Fee/Hrs	Max Fee/Hrs	Target Cost/Hrs	Min Fee (Hrs x Min Fee)	Target Fee (Hrs x Target Fee)	Max Fee (Hrs x Max Fee)	Target Cost (Hrs x Rate)
7001	81,920								
7101	81,920								
7201	81,920								
7301	81,920								
7400	81,920								

(i) The CPIF target cost for CLIN 7001, and if exercised CLINS 7101 and 7201, and if earned and exercised CLINS 7300 and 7400 shall be entered in the Target Cost column in the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, corresponding to each CLIN by the target cost per hour (Target Cost/Hour (Rate)). The target cost per hour (Target Cost/Hour (Rate)) shall include all proposed cost (including cost of money (if proposed) and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the target cost.

(ii) The CPIF target fee for CLIN 7001, and if exercised CLINS 7101 and 7201, and if earned and exercised CLINS 7301 and 7400 shall be determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, for the corresponding CLIN by the target fee per hour (Target Fee/Hour (TF)) from the INCENTIVE FEE TABLE. This shall be entered in the Target Fee (Target Fee (Hrs \* TF)) column of the INCENTIVE FEE TABLE above.

(iii) The share ratio for the CPIF portion of the fee structure is 70/30 (70% Government and 30% Contractor) for both under-runs and over-runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable costs incurred by the contractor in comparison to the final target cost for each of the aforementioned CLINs. See the Incentive Fee Clause (FAR 52.216-10) in Section I of this Task Order.

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

CLIN	Delivered Hrs	Actual Cost Per Hr	Actual Cost (A*B=C)	Final Target Incentive Fee	Incentive Fee Share Line Adjustment	Computed Incentive Fee (D+E=F)	Total (C+F=G)
	A	B	C	D	E	F	G
7001							
7101							
7201							
7301							
7400							

**CLAUSES INCORPORATED IN FULL TEXT:**

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

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

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

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

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

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

Option item to which the Option Clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

#### **B.8 HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT-ALTERNATE 1) (NAVSEA) (MAY 2010)**

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(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.

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

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

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

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

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

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

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

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

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

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

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

# Section C - Description/Specifications/Statement of Work

## C.1 BACKGROUND

U.S. warfighters are deployed globally and rely heavily on information networks and enterprise infrastructure for the Command and Control (C2) of forces, logistics, intelligence gathering, and to exchange information on demand for the mission at hand. Situational awareness of the cyber infrastructure is a critical element in the full spectrum of military operations. The Department of Defense (DoD) requires robust and redundant capabilities to enable C2 and situational awareness across all DoD organizations, systems, services, and resources under all conditions including cyber attack, physical attack, and natural disaster.

Cyberspace is defined by the Secretary of Defense (SECDEF) as “a global domain within the information environment consisting of the interdependent network of information technology infrastructures, including the internet, telecommunications networks, computer systems and embedded processors and controllers.” Cyberspace operations include Computer Network Operations (e.g. Attack, Defend and Exploit.) Information Assurance, and the network operations that encompass Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) and Information Operations (IO) functions that occur within the Cyberspace domain. The United States Navy characterizes Navy Cyberspace operations as providing Navy and Joint commanders with an operational advantage by: assuring access to cyberspace and confident C2, preventing strategic surprise in cyberspace, and delivering decisive cyber effects.

The Cyber Warfare Engineering Division (CWED) (Code A40) at Naval Surface Warfare Center Dahlgren Division (NSWCDD) provides the DoD, as well as other federal, state, and local agencies with analysis, assessment, modeling and simulation, engineering, and software development capabilities to quickly identify critical cyber assets, associated vulnerabilities, potential risks, and near-real time mission impacts in support of Homeland Defense and Cyber Mission Assurance initiatives. Cyber Mission Assurance is achieved when the above activities are effectively carried out through a thorough examination and understanding of the interdependencies between the physical and cyber space.

CWED’s analysis and engineering products will be used to identify, develop, and evaluate different mitigation options, including on-demand courses of action in response to a predictive, scheduled, or unscheduled outage in the Department of Defense Information Network (DoDIN) formerly known as the Global Information Grid (GIG). CWED’s activities in support of Cyber Mission Assurance are included in all engineering, provisioning, procurement, acquisition, operations, and maintenance phases.

The purpose of this Performance Work Statement (PWS) is to acquire complementary technical analysis and engineering capabilities, data, software, hardware, and associated documentation to assist in identifying the mission-critical cyber assets and the associated risks, developing capabilities needed in support of DoD’s and National Cyber Situational Awareness and other cyber initiatives.

## C.2 SCOPE

The Contractor shall provide support in the areas of Cyber analysis and Cyber development capabilities in response to Navy’s and DoD’s needs for Cyber Situational Awareness (SA), Cyber Command and Control (C2), Mission Assurance, and Homeland Defense. The scope of this SOW includes identifying cyber key terrain by analyzing operational requirements, conducting cyber analyses and assessments, and developing and performing modeling and simulation in support of different cyber threat scenarios. The Contractor shall conduct cyber analyses and assessments to identify potential vulnerabilities and risks, determine mission and operational impacts, and make appropriate mitigation recommendations. This support includes developing methodology and framework in support of cyber risk assessment life cycle. The Contractor shall support A Department with rapid design, development, test, deployment, maintenance and operation of specific software and hardware capabilities to meet current Cyber Defensive needs.

**(U//FOUO) Offeror must request this paragraph.**

### C.2.1 MANDATORY REQUIREMENTS

Mandatory requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

**Requirement 1 - Facility Clearance:** The Contractor's primary facility providing support to this contract is required to have a Facility Clearance of TOP SECRET and cleared at the TOP SECRET level for both information processing and storage.

**Requirement 2 - Personnel Security Clearances:** Security clearance requirements for individuals performing technical support\* under this Task Order are determined by labor category as defined below. Interim clearances are acceptable.

- No Clearance: General Analyst.

- SECRET Clearance: Program Manager, Junior Cyber Analyst, Department of Defense Information Network (DoDIN) and Telecommunications Analyst, Policy Analyst, Software Developer, Junior Software Developer, and Software Test Engineer.

- TOP SECRET Clearance: Cyber Engineer, Senior Cyber Analyst, Cyber Analyst, Senior DoDIN and Telecommunications Analyst, Senior Database Architect, Senior Software Developer, Senior Network Engineer, Junior Network Engineer.

- SCI Eligible: Cyber Engineer, Senior Cyber Analyst, Cyber Analyst, Senior DoDIN and Telecommunications Analyst, Senior Network Engineer.

**Requirement 3 - Sensitive Compartmented Information (SCI) Clearance:** Once sponsored, the Contractor shall obtain and maintain a SCI clearance.

**Requirement 4 - Facility Location:** The Contractor's primary facility providing technical support to this Task Order shall be located within ninety (90) miles of NSWCDD, Dahlgren, VA.

**Requirement 5 - Certification:** Personnel proposed in the follow categories must possess professional certifications: the Senior Software Developer, Senior Network Engineer, Senior Database Architect, Software Developer, Junior Software Developer, Junior Network Engineer, and the Software Test Engineers require a DoDI 8570.01-M Information Assurance Technical (IAT) level II certification.

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

### C.3 APPLICABLE DOCUMENTS

All documents listed below can be found on the internet. Navy Cyber Power 2020 (<http://www.public.navy.mil/fcc-c10f/Pages/FactSheets.aspx>) DoD Strategy for Operating in Cyberspace ([www.defense.gov/news/d20110714cyber.pdf](http://www.defense.gov/news/d20110714cyber.pdf))

DoD Joint Publication 3-0 Joint Operations ([www.dtic.mil/doctrine/new\\_pubs/jp3\\_0.pdf](http://www.dtic.mil/doctrine/new_pubs/jp3_0.pdf))

### C.4 REQUIREMENTS

#### C.4.1 General

The Contractor shall provide technical support services, in establishing and maintaining cyber mission assurance capabilities, programs, and projects. The Contractor shall engage in identifying, maintaining, and developing core technical and functional capabilities in support of cyber mission assurance. The Contractor shall provide technical services that enable rapid development and deployment of new capabilities in response to existing and emerging requirements of Cyber SA, Cyber C2, and Homeland Defense. (CDRL A001, CDRL A002, CDRL A003, CDRL A004)

#### C.4.2 Requirements Analysis

The Contractor shall perform analyses of existing and emerging operational and functional requirements, to formulate and develop the analysis of alternatives, technical specifications, design and development constraints, risks traceability matrix, and program risk management plan. This shall also include the analysis of missions and organizations including tactics, techniques and procedures. The Contractor shall also perform feasibility analyses of systems or operational concepts, including a cost/benefit analysis. The Contractor shall research and develop technical analyses and assessment reports for integration of cyber requirements, capabilities. (CDRL A003, CDRL A004, CDRL A005)

#### C.4.3 Systems Engineering

The Contractor shall perform system analysis, architecture, engineering, and integration services to identify technical requirements for

systems and their associated components, interoperability requirements, and intra/interdependencies. The Contractor shall evaluate and analyze existing technologies to develop analysis of alternatives. The Contractor shall identify potential capabilities, services, and data sources in support of overall system integration to meet operational cyber mission assurance objectives. The Contractor shall utilize DoD Joint Information Environment (JIE) which will provide a shared information technology infrastructure that provides single joint network architecture for each security level, DoD level consolidation of data centers and network operations centers, and a comprehensive security architecture. (CDRL A003, CDRL A004, CDRL A005)

#### C.4.4. Software Engineering and Development

The Contractor shall assist to specify, design, develop, code, integrate, deploy, operate, maintain, and document software systems and subsystems in response to existing and emerging operational requirements of Cyber SA, Cyber C2, and mission assurance. The Contractor shall develop complex data architectures and software algorithms needed to collect, ingest, correlate, and publish static-to-real time data. These data architectures and algorithms shall conform to DoD's standards for security and interoperability wherever applicable. There shall be no deliverables created or delivered at the SCI level. (CDRL A003, CDRL A004, CDRL A005)

#### C.4.5. Operational Support

The Contractor shall provide operation, maintenance, and logistics support to include system and database administration, system help desk (up to 24/7 support), certification and accreditation, and configuration management. The Contractor shall develop rigorous documentation to ensure that all processes are standardized and repeatable. The Contractor shall provide system help desk support for the development, and production environments of the existing and future developed systems and capabilities. (CDRL A003, CDRL A004)

#### C.4.6. Hardware Engineering and Development

The Contractor shall provide hardware engineering development, analysis, test, and fielding solutions in support of cyber defense and information operations requirements, which include the ability to mine, collect, store, process, correlate, and retrieve quickly vast amount of unstructured and dynamic data. Information extracted from these data can then be used as inputs to the development of new potential software and hardware capabilities that will enhance the DoD's posture of cyber mission assurance, among which is the capability to dynamically map and remap mission dependency and test the various network defense strategies. (CDRL A003, CDRL A004, CDRL A005)

#### C.4.7. System Training Support

The Contractor shall develop training materials and conduct training sessions for each system or version developed. The Contractor shall utilize best practices for teaching, development of materials, and development of computer or web-based training activities. For new releases, the Contractor shall update training materials and computer based training modules to include the new capabilities and updates. (CDRL A003, CDRL A004, CDRL A005)

#### C.4.8. System Testing Support

The Contractor shall conduct testing for each system or release developed. The Contractor shall conduct software testing; develop or update user acceptance testing materials, test plans, and test procedures, and conduct automated test development; and conduct data analysis and overall software quality assurance activities. (CDRL A003, CDRL A004, CDRL A005)

#### C.4.9. Cyber Analyses and Assessments

The Contractor shall conduct cyber analysis (e.g. Supply Chain Analysis) and assessments and all associate intra- and inter-dependent components and infrastructures (e.g. electrical power, industrial control systems, defense industrial base) to identify vulnerabilities (i.e. Single Points of Failure), risk, mission impact, and determine appropriate mitigation options. This effort will require a comprehensive knowledge of existing relevant data sources and the ability to cross walk different data sets. The Contractor shall also conduct trend analyses on cyber incidents for better characterization of threat vectors and prediction of potential impacts. The Contractor shall identify Cyber Key Terrain by analyzing operational requirements to identify critical systems, assets, standards, and conditions. The cyber assets and associated analysis shall be captured in the appropriate data repository (e.g. Mission Assurance Decision Support System (MADSS)). (CDRL A002, CDRL A004, CDRL A006)

#### C.4.10. Modeling and Simulation

The Contractor shall develop and perform modeling and simulation in support of cyber training and exercise scenarios. The developed models will be used to simulate normal and abnormal network activity and behavior to understand how critical systems perform in a

contested environment and the resulting mission impacts. Additionally, the models will be developed to quantifiably assess the degradation in the integrity and confidentiality of the network after it has been compromised. The data utilized to develop the models will be provided to the Contractor. (CDRL A002, CDRL A003, CDRL A004, CDRL A005)

#### C.4.11. Methodology and Framework Development

The Contractor shall develop new methodology and framework in support of the cyber assurance risk assessment life cycle, which includes analysis, vulnerability assessment, threat assessment, and risk mitigation plans development.

**(U//FOUO) To be provided upon request.**

#### C.4.12 Task Order Management

##### C.4.12.1 Progress Report

The Contractor shall submit Contracting Officer's Management Reports. (CDRL A001)

##### C.4.12.2 Analysis and Staffing Plan

The Contractor shall develop an Analysis and Staffing plan for each work area within the Performance Work Statement and as identified by Technical Instruction. (CDRL A007)

##### C.4.12.3 In Progress Reviews (IPR)

The Contractor shall participate in both formal and informal IPRs of work performed. IPRs may be conducted at the overall Task Order level or for specific Technical Instructions. Z Department will schedule formal reviews in Government spaces. The Contractor shall, within 60 days of the task order award date, conduct an initial IPR and follow an agenda agreed to by the Task Order's COR. Subsequent IPRs shall be held approximately every 90 days thereafter unless waived by the Government. Informal reviews will be scheduled by the Government and will be scheduled in accordance with the specific Technical Instruction. (CDRL A004)

##### C.4.12.4 Task Prioritization Meeting

The Contractor shall participate in periodic Task Prioritization Meetings with Subject Matter Expert (SME) and the COR. The purpose of these meetings is to convey the Government's technical program schedules and priorities and to identify corresponding task priorities for this order. The Contractor shall document meeting minutes of the meetings. (CDRL A008)

### C.5 TRAVEL

The Contractor may be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and shall be pre-approved by the COR. The Contractor shall provide trip reports (CDRL A006). Travels to the following destinations are representative locations:

- Fort Meade, MD
- Dahlgren, VA
- Norfolk, VA
- New Orleans, LA
- San Antonio, TX
- California
- Seoul, South Korea
- Oahu, Hawaii
- United Kingdom
- Japan

**C.6 GOVERNMENT FURNISHED OFFICE SPACE**

Performance of the work in this PWS requires access to Government classified computer systems. As a result, seven (7) full-time Contractor personnel shall perform the work at NSWCDD in Dahlgren, VA.

Labor Category	Number
Cyber Engineer	2
Senior Cyber Analyst	2
Cyber Analyst	3

**C.7 SECURITY**

C.7.1 Security clearance requirements for individuals performing technical support under this Task Order are determined by labor category. Interim clearances are acceptable. The Program Manager, Junior Cyber Analyst, DoDIN and Telecommunications Analyst, Policy Analyst, Software Developer, Junior Software Developer and Software Test Engineer categories require a SECRET clearance. The Cyber Engineer, Senior Cyber Analyst, Cyber Analyst, Senior DoDIN and Telecommunications Analyst, Senior Database Architect, Senior Software Developer, Senior Network Engineer, and Junior Network Engineer categories require TOP SECRET Clearance. The Cyber Engineer, Senior Cyber Analyst, Cyber Analyst, Senior DoDIN and Telecommunications Analyst, Senior Network Engineer shall be SCI eligible. Support to certain tasks will require contractors have a TOP SECRET/SCI (SI/TK/GG/HCS). The Contractor shall be capable of receiving, generating and storing Top Secret material at the contractor's facility in support of PWS paragraphs C.4.1 - C.4.12. A TOP SECRET clearance is required for the operational support of PWS paragraph C.4.5. Access to non-SCI intelligence information is required to access intelligence information to perform analyses in support of PWS paragraphs C.4.1 - C.4.12. Access to U.S. Classified information outside the US will occur during OCONUS travel for site assessments and meetings with OCONUS Area Of Responsibility Combatant Commands, Services, and Agency personnel, as well as possible meetings with foreign Government personnel. Access to Foreign Government Information is required to obtain information to support assessments in the United Kingdom, Japan, the Republic of Korea, Canada, Australia, Bahrain, UAE, Oman, Philippines, Germany, and Thailand. Access and Use of Secure Telephone Equipment is required for follow-up questions to site personnel and for collaboration with Government Subject Matter Experts. COMSEC is required to allow the Contractor to receive keying material to support STE phones at the contractor's facility. Defense Courier Service is required to transport keying material. Access to Joint Worldwide Intelligence Communication System (JWICS) and Secret Internet Protocol Router Network (SIPRNET) is necessary to complete analyses and deliverables. There shall be no deliverables created or delivered at the SCI level. NATO access is required for SIPRNET access. For Official Use Only (FOUO) and Personally Identifiable Information (PII) generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 5400.7-R Chapters 3 and 4. Access to classified spaces and generation of classified material shall be in accordance with DD Form 254. The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this task order. The Contractor shall obtain facility and personnel security clearances as required by the Department of Industrial Security Program prior to starting to work on tasks requiring clearances. Any personnel performing IT administrative support or who have administrative access to their systems will be designated as an administrator/privileged user (IT Level 1) in JPAS. These personnel will require an SSBI investigation. This SSBI investigation shall be at the contractor's expense. Cyber Engineer, Senior Cyber Analyst, and the Cyber Analyst positions may require a polygraph investigation to be granted access to certain government spaces.

**C.7.2**

**Facility Clearance:** The Contractor's primary facility providing support to this contract is required to have a Facility Clearance of TOP SECRET and cleared at the TOP SECRET level for both information processing and storage.

**C.7.3 Physical Security:** The Contractor shall be responsible for safeguarding all Government information or property provided for Contractor use. At the end of each work period, Government information, facilities, equipment and materials shall be secured as specified by



the NISPOM and the NSWCDD Command Security Manual. Top Secret storage is required at the contractor's facility in order to meet requirements of receiving and generating classified material in accordance with this contract.

**C.7.3.1 There shall be no safeguarding, receiving, or generation of classified material under this cage code until approved by DSS and info updated in ISFD. Until such time, all safeguarding, receiving, and/or generating of classified material shall be at NSWC Dahlgren Division or an approved sub-contractor facility.**

C.7.4 Electronic Spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc). The contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCDD and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the contractor's performance rating. In the event that a Contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the Contractor.

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

C.7.5 Portable Electronic Devices (PEDs)

C.7.5.1 Non-Government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCDD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with this PED policy. NSWCDD instruction defines PEDS as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDS include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPads, digital picture frames, electronic book readers, kindle, nook, cameras, external hard disk drives, and floppy diskettes.

C.7.5.2 PEDs belonging to an external organization shall not be connected to NSWCDD networks or infrastructure without prior approval from the NSWCDD Information Assurance and Compliance Branch, CXA10. This approval will be granted using the TARIS form and action tracker process.

C.7.5.3 Personally owned hardware or software shall not be connected or introduced to any NSWCDD hardware, network or information system infrastructure.

**C.7.5.4 Personal Wearable Fitness Devices (PWFs) marketed primarily as fitness or sleep devices are allowed in all Navy spaces where collateral non-Sensitive Compartmented Information (SCI), classified information is processed, stored, or discussed up to and including secret. User must ensure PWF is compliant with all requirements in NAVADMIN 216/15, Cyber Hygiene Authorization to use Personal Wearable Fitness Devices (e.g., FitBit, Jawbone UP, etc.) in Navy Spaces, dated 14 September 2015 and register PWF in the NSWCDD Fitness Device Tracker.**

## C.7.6 Cyber Security Work Force (CSWF)

C.7.6.1. IAW DOD/DON CSWF requirements, Contractor employees assigned to an IT level-I designated position with SECRET access will be required to have a favorably adjudicated SSBI completed every 5 years. Contractor employees that require a SECRET Clearance as part of their job duties, with IT Level-I designation, will be initiated by the Government, and will be at the Government's expense. Contractor employees that require a Top Secret Clearance as part of their job duties, with IT Level-I designation, shall be initiated by the Contracting Company.

Any Contractor employee, who has a final clearance and submitted SSBI that is accepted by OPM along with a favorable fingerprint check (SAC), is eligible for IT-1 designation. The Command Security Office will review all SF-86 paperwork for all Contractor employees nominated for IT Level-I designations if the SSBI is not completed.

Contractor employees that do not have a final clearance investigation within JPAS are ineligible for IT Level-I designation until the SSBI has been favorably adjudicated, shall remain at IT level-II status in JPAS and shall not be assigned to a contract position requiring IT Level-I designation.

C.7.6.2. In accordance with (IAW) DOD/DON Cyber Security Workforce (CSWF) requirements, Contractors assigned to an IT Level-I designated position with SECRET access shall be required to have a favorably adjudicated SSBI completed every 5 years. Contractors supporting IT Level-I designated positions shall have a final Secret clearance on the day the Period of Performance (PoP) starts. The SSBI will be requested, via the emergency appointment process, and will be initiated by NSWCDD Command Security (if the contract is Secret) or the FSO (if the contract is Top Secret). Once the SSBI is submitted, the Contractor may begin working at the IT Level-I.

## C.8 VISITS BY FOREIGN NATIONALS AND FOREIGN REPRESENTATIVES

C.8.1 Contract performance may require that the Contractor host, at an off-base location, foreign nationals and/or foreign representatives. A foreign national is a person who is a citizen of a foreign nation, and who is not a citizen of the United States. A foreign representative is a person who represents a foreign interest in dealings with the U.S. Government, either directly or through dealings with a U.S. Government Contractor. A foreign representative may be a United States citizen.

C.8.2 A Contractor-hosted visit of a foreign national or foreign representative may be either an "official" visit or an "unofficial" visit. An official visit is a visit where the foreign national or foreign representative is representing a foreign Government in an official capacity. An unofficial visit is a visit where the foreign national or foreign representative is not representing a foreign Government.

C.8.3 A visit by a foreign national or a foreign representative may be either "DoD Sponsored" or "Non-DoD Sponsored". A DoD Sponsored visit is a visit that is coordinated by a DoD entity. A Non-DoD Sponsored visit is a visit that does not involve DoD coordination (A visit by either a foreign national or a foreign representative pursuant to performance by the Contractor under this contract is not considered to be, by itself, a sponsored visit).

C.8.4 The Contractor hosting a visit by either a foreign national or a foreign representative is responsible for adherence to Department of Defense and Department of the Navy directives, instructions, regulations, and manuals that govern foreign disclosure. "Foreign Disclosure" is defined as the disclosure of Classified Military Information (CMI) and Controlled Unclassified Information (CUI) to foreign nationals and/or foreign representatives. Disclosure of such

information may be accomplished orally, visually, in writing, or by any other medium.

C.8.5 Classified Military Information (CMI). This is information that is originated by or for the Department of Defense, or a Military Department, or an entity under its jurisdiction and control, and which requires protection in the interest of national security. Such information is designated as TOP SECRET, SECRET, or CONFIDENTIAL.

C.8.6 Controlled Unclassified Information (CUI). This is information that although unclassified is subject to access or distribution limitations in accordance with statute or regulation. Included is information exempt from mandatory release to the public under the Freedom of Information Act, or information that is subject to export control.

C.8.7 Naval Surface Warfare Center Dahlgren Division (NSWCDD) Foreign National Visitor and Foreign Disclosure Application process. The NSWCDD has established a foreign national visitor approval and foreign disclosure process. Whenever, pursuant to the terms of this contract, a visit to a Contractor facility or Contractor workspace by a foreign national or foreign representative is anticipated, and one or more NSWCDD employees will be in attendance at this visit/meeting for the purpose of potential discussions, above the public release level, resulting in disclosure of either CMI or CUI, a completed "NSWCDD Foreign National Visitor and Foreign Disclosure Application" e-form must be supplied to the Contractor's Facility Security Officer (FSO). The accountable NSWCDD personnel attending the meeting must ensure that the NSWCDD disclosure process has been complied with and an approved copy of the "NSWCDD Foreign National Visitor and Foreign Disclosure Application" generated e-form has been provided to the COR and the Contractor's FSO. The Contractor's FSO should ensure that approved copies of the e-form are maintained at their facility as a record of compliance with requirements set forth in the National Industrial Security Program Operating Manual (NISPOM) as well as the requirements set forth above.

#### **C.9 ON-SITE ENVIRONMENTAL AWARENESS**

C.9.1 The Contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

C.9.2 The Contractor shall ensure that each Contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCDD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCDD training coordinator or their COR.

C.9.3 The Contractor shall ensure that each Contractor employee not required to complete the training described in part (b) above (i.e., those who do not have and will not be issued a CAC) reads the NSWCDD Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCDD website, [https://wwwdd.nmci.navy.mil/program/Safety and Environmental Office](https://wwwdd.nmci.navy.mil/program/Safety%20and%20Environmental%20Office).

C.9.4 Within 30 days of commencing contract performance, the Contractor shall certify by e-mail to their COR that the requirements captured by (b) and (c) above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement--(b) or (c) above--each employee has satisfied.

C.9.5 Contractor copies of the records generated by the actions described in (b) and (c) above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

#### **C.10 ON-SITE SAFETY REQUIREMENTS**

C.10.1 The Contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

C.10.2 The Contractor shall ensure that each Contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance at NSWCDD. This document is available at:

[https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)

C.10.3 The Contractor shall provide each Contractor employee with the training required to do his/her job safely and in compliance with applicable regulations. The Contractor shall document and provide, upon request, qualifications, certifications, and licenses as required.

C.10.4 The Contractor shall provide each Contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.

C.10.5 Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision) [provided upon request]. Prior to bringing radioactive materials or machine sources on base, the Contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

C.10.6 The Contractor shall ensure that all hazardous materials (hazmat) procured for NSWCDD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCDD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the Government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/).

C.10.7 Upon request the Contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a contractor's injury/illness rates are above the Bureau of Labor & Statistics industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

C.10.8 Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years upon request by the Safety Office. A Contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day to day activities by the command.

C.10.9 The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.

C.10.10 The Contractor shall ensure that all on-site Contractor work at NSWCDD is in accordance with the NSWCDDINST 5100.1D Occupational Safety and Health Instruction, available at:

[https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)

## **C.11 DIRECT CHARGE OF MATERIALS AND EQUIPMENT - OTHER DIRECT COSTS (ODCs)**

### **C.11.1 MATERIALS AND EQUIPMENT COSTS**

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

### **C.11.2 MATERIALS LIST**

a. The materials and equipment contained in the following list are authorized for purchase once the Contractor has complied with approval requirements as stated in sections C.11.1 above

and C.11.3 below.

**Servers, storage blades, tape backups, blade chassis, KVM switches, network area storage, software licenses, and data set purchases.**

b. Other direct charge items:

NONE.

#### C.11.3 REQUIRED APPROVALS

All purchases of materials, exceeding \$3,000 per individual purchase, and all PPE, require COR approval prior to purchase.

As well as approval by the COR, prior written approval from the Contracting Officer shall be required for all purchases of materials under the following circumstances:

a) If the contractor possesses an approved purchasing system, the following applies:

1) A purchase of materials in accordance with what is stated in Section C.5.2 above, that is greater than \$3,000 and less than or equal to \$10,000 per individual purchase may be executed with COR review and written approval. PCO approval is not required.

2) A purchase of materials in accordance with what is stated in Section C.5.2 above that exceeds \$10,000 per individual purchase may NOT be executed unless the COR reviews the proposed purchase and the Contract Specialist issues an electronic written PCO approval.

b) If the contractor does not possess an approved purchasing system, the following applies:

1) A purchase of materials in accordance with what is stated in Section C.5.2 above that equals \$3,000 or less per individual purchase may be executed with COR review and written approval. PCO approval is not required.

2) A purchase of materials in accordance with what is stated in Section C.5.2 above that exceeds \$3,000 per individual purchase may NOT be executed unless the COR reviews the proposed purchase and the Contract Specialist issues an electronic written PCO approval.

c) Separate multiple purchases of amounts valued below those thresholds stated in this section shall not be submitted to circumvent the COR and PCO review and approval procedure. Splitting purchase requirements to defeat purchasing thresholds shall not be approved.

#### C.11.4 Procedure for Obtaining COR and PCO Approval

To obtain COR and/or PCO approval, the contractor shall do the following:

a) Submit a written request for purchase of materials to the COR through e-mail. The COR shall review the request. If it is in accordance with C.5.6 above and requires PCO approval, the COR shall submit the request to the Contract Specialist for PCO review and approval.

b) Minimum requirements for a written request for purchase are as follows:

1) Complete description of the material to be purchased

2) Quantity

3) Unit and Total Cost

4) Delivery/Freight charges

5) Any associated service charges such as assembly, configuration, packing, etc.

6) An explanation of the need for the material

- 7) List the competitive quotes received from potential suppliers
  - 8) Explanation of the determination of price reasonableness regarding the selected supplier costs
  - 9) If the procurement is sole sourced to a particular supplier or manufacturer, include the rationale for limiting the procurement to that supplier or manufacturer.
  - 10) You may seek the assistance of the Contract Specialist for guidance on item 9.
- c) Once the COR and/or PCO have reviewed the request, the Government shall notify the contractor of the outcome. Issues or details may be discussed with the Contract Specialist acting on behalf of the PCO until a final Government determination is made as to whether to approve, modify, or reject the purchase.

#### **C.11.5 INFORMATION TECHNOLOGY (IT) RESOURCES**

IT Resources shall not be purchased unless DoD and Navy purchasing procedures have been satisfied and approvals obtained. IT resources include personal computers (PC's), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services.

#### **C.12 POST AWARD MEETINGS**

A Post Award Meeting with the successful Offeror will be conducted within 15 working days after award of the contract. The meeting will be held at a Contractor location in Dahlgren, VA. The Contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist. The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order. A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0007. The Contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist.

#### **C.13 TERMINATION OF EMPLOYEES WITH U.S. GOVERNMENT**

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

For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall immediately notify the U.S. Government and make arrangements between the employee and the U.S. Government for the return of the badge and removal of the sticker. In the event the employee is separated in his or her absence, the Contractor shall immediately notify the U.S. Government of the separation and make arrangements between the former employee and the U.S. Government for the return of the badge and removal of the sticker.

#### **C.14 DIGITAL DELIVERY OF DATA**

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

Whenever technical data and/or computer software deliverables required by this contract are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government's rights in and to such technical data and/or computer software must also be

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

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

#### **C.15 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION**

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

#### **C.16 NON-DISCLOSURE AGREEMENTS (NDA)**

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

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

#### **C.17 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS**

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

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

### **C.18 SUBCONTRACTORS/CONSULTANTS**

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

- (1) Clearly present the business case for the addition of the subcontractor/consultant,
- (2) If applicable, the impact on subcontracting goals, and
- (3) Impact on providing support at the contracted value.

### **C.19 CONTROL OF CONTRACTOR PERSONNEL**

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

### **C.20 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST**

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

### **C.21 CONTRACTOR IDENTIFICATION**

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

(b) All Contractor personnel shall identify their company affiliation when answering or making telephone calls and sending email and when attending meetings where Government personnel or representatives from other Contractor personnel are present.

### **C.22 SKILLS AND TRAINING**

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State and Local laws and regulations. Information assurance functions require certifications specified in DFARS 252.223-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this task order maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.



**C.23 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE**

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

**C.24 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

The Contractor shall report Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Center for Surface Combat Systems 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) S, Utilities ONLY; (5) V, Freight and Shipping ONLY.

The Contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>.

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

**C.25 HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA)(SEP 1992)**

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

**C.26 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum,

(1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and

(2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to:

(1) indoctrinate its personnel who will have access to the data or software or software as to the restrictions under which access is granted;

(2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer;

(3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement;

(4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and

(5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

**C.27 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent

that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

#### **C.28 HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)**

(a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.

(b) General Requirement -

(1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

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

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

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

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

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

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

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

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

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

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

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

#### **C.29 HQ-C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would per or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this order. Such information includes information submitted to the Government on a confidential basis by other persons.

Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

(e) The Contractor further agrees that, during the performance of this order and for a period of three years after completion of performance of this order, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime Contractor or as a subcontractor, or as a consultant to a prime Contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this order. This exclusion does not apply to any re-competition for those systems, components, or services furnished pursuant to this order.

As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the Contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

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

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been

aware, an organizational conflict of interest prior to the award of this order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

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

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

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

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

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

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

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

### **C.30 HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

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

### **C.31 Dd1-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE**

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

(b) The Contractor shall have an active Hazard Communication Program in place for all Contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the both the Contracting Officer and the Contracting Officer's Representative (COR) with an inventory and Material Safety Data Sheet (MSDS) for these materials.

### **C.32 Dd1-C40 USE OF INFORMATION SYSTEM (IS) RESOURCES**

Contractor Provision of IS Resources

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

#### Contractor Use of NSWCDD IS Resources

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

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

#### Connections Between NSWCDD and Contractor Facilities

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

#### **C.33 C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)**

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

- (a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).
- (b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

#### **C.34 ECRAFT STANDARD LANGUAGE**

(a) The Contractor shall upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditure 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 eCRAFT e-mail address for report submission is: [Ecrafft.nuwc.npt.fct@navy.mil](mailto:Ecrafft.nuwc.npt.fct@navy.mil). If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) 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 iRAPT. The amounts shall be same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.



# Section D - Packaging and Marking

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

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practices. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 incorporating change 1 on 28 March 2013.

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

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

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

---

(Name of Individual Sponsor)

---

(Name of Requiring Activity)

---

(City and State)

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

# Section E - Inspection and Acceptance

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

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

## **E.2 HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

Item(s) 7000 - 7400 Inspection and Acceptance shall be made by the Contracting Officer's Representative (COR), or a designated representative at NSWCDD, Dahlgren Virginia.

## **E.3 HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION**

### **DELIVERIES**

Item(s) 9000 - 9400 - Inspection and acceptance shall be made at destination by a representative of the Government.

## **E.4 PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES -**

### **THE QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

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

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

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

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

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

#### **E.4.1 AUTHORITY**

Authority for issuance of this QASP is provided under Contract Section E - Inspection and Acceptance which provides for inspections and acceptance of the services and deliverables called for in service contracts to be executed

by the COR or a duly authorized representative.

#### **E.4.2 SCOPE**

The PWS structures the acquisition around "what" service or quality level is required, as opposed to "how" the contractor should perform the work (i.e., results, not compliance). This QASP will

define the performance management approach taken to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

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

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

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

- Status and progress reviews and reports
- Production and management reviews and reports
- Management and engineering process reviews (e.g. risk management, requirements management, etc.) and reports
- Cost performance reports and other cost and schedule metrics
- Other program measures and metrics such as:
  - Measures of progress and status of resources
  - Measures of deliverable timeliness and accuracy
  - Measures of product quality and process performance
  - External and sponsor feedback/comments and satisfaction ratings
  - Systems engineering and other technical progress reviews
  - Technical interchange meetings
  - Physical and functional configuration audit

- Quality reviews and quality assurance evaluations
- Functional performance evaluations
- Subcontractor reports

A preliminary CPARS evaluation/rating will be accomplished. The purpose of this review is to determine whether the contractor is performing at least at a Satisfactory level for each area to be assessed using Table 1. This

methodology will be utilized as an important factor in determining whether or not to exercise Option 1 and 2 under the Task Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

CLINs 7300 and 7400 are Award Term CLINS. In order for an Award Term to be awarded, the contractor must have achieved at least a Very Good for three of the five major element and not less than a Satisfactory for the remaining two major elements.

#### **E.4.3 ROLES AND RESPONSIBILITIES**

##### **E.4.3.1 Procuring Contracting Officer (PCO)**

An individual duly appointed with the authority to enter into (PCO) or administer (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this contract is identified in Section

G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting Task Order. PCO's are designated via a written warrant, which sets forth limitations of their respective authority.

The PCO ensures performance of all necessary actions for effective contract administration, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the PCO that ensures the contractor receives impartial, fair, and equitable treatment under the Task Order. The PCO is ultimately responsible for the final determination of the acceptability of the contractor's performance.

##### **E.4.3.2 Contract Specialist**

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

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

##### **E.4.3.3 Contracting Officer's Representative (COR)**

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

The COR is responsible for technical administration of the Contract and assures proper surveillance of the contractor's technical performance. The COR provides QASP reports to the PCO.

The COR is not empowered to make any contractual commitments or to authorize any changes on the CO's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions will be referred to the PCO for action.

##### **E.4.3.4 Subject Matter Expert (SME)**

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

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

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

#### E.4.4 SCHEDULE

The initial QASP evaluation will be finalized no later than the end of month eight (8) of the base period. QASP evaluations for the option periods and award terms shall follow the same schedule described in this section. In order to accomplish this, the following schedule applies:

	Task Order POP Duration	QASP POP Duration	Contractor Self-Assessment Due Date	COR Written Assessment
Base Year	7/29/16-9/6/2017	7/29/16-1/27/17	2/28/17	2/28/17
		1/28/17-8/30/17	9/12/17	8/30/17
Option 1*	9/7/17-7/28/2018	9/7/17-3/31/18	5/15/18	5/15/18
Option 2*	7/29/2018-7/28/2019	4/1/18-3/31/19	5/15/19	5/15/19
Award Term 1*	7/29/2019-7/28/2020	4/1/19-3/31/20	5/15/20	5/15/20
Award Term 2*	7/29/2020-7/28/2021	4/1/2020-3/31/21		

\*If Option/Award Term is exercised.

The Contractor Self-Assessment and the COR Written Assessment is due to the PCO according to the dates in the above table.

PCO will review the Contractor Self-Assessment and the COR Written Assessment, determine an overall performance rating for the period, and provide a copy to the contractor.

Interim Evaluation - The COR can provide feedback to the PCO at any time during the period of performance. The PCO will provide this feedback to the Contractor upon receiving it, if the feedback indicates that the Contractor is not meeting the acceptable performance standards as defined herein.

Degradation of Performance - If following a favorable evaluation, the Government experiences a serious degradation in the overall quality of performance, the PCO has the unilateral right to repeat the evaluation process during the remaining period of performance.

#### E.4.5 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

Table 1 provides the overall performance ratings. The Award Term Clause and Award Term Plan section provides the Award Term Incentive Objectives. Table 2 provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.

The required performance standards and quality levels are included in Table 1. If the contractor meets the required service or performance level, the contractor will receive positive preliminary QASP and CPARS ratings. If the contractor fails to meet the required performance level, the result will be negative QASP and CPARS ratings.

If the contractor fails to meet the required performance level based on the preliminary review conducted in accordance with E.4.4 above, the Government may not exercise the next Option period under the Task Order. "Meeting the required performance level" means that the contractor must receive at least a Satisfactory rating (see Table 1) for each of the five (5) major elements that are evaluated (Task Performance, Staffing, Customer Satisfaction, Management Performance, and Cost Management and Efficiency) for the performance period being evaluated.

Periods 3 and 4 are Award Terms (see Award Term Clause and Award Term Plan). In order for an Award Term to be issued, the contractor must have achieved at least a Very Good rating for three (3) of the five (5) major elements and not less than a Satisfactory for the remaining two (2) major elements.

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

#### **E.4.6 METHODOLOGIES TO MONITOR PERFORMANCE**

##### **E.4.6.1 Surveillance Techniques**

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

- Random monitoring
- 100% Inspection
- Periodic Inspection
- Customer Feedback

##### **E.4.6.2 Customer Feedback**

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

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

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints, investigate and work with the PCO and contractor to resolve the issue.

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

#### **E.4.7 QUALITY ASSURANCE DOCUMENTATION**

##### **E.4.7.1 The Performance Management Feedback Loop**

The performance management feedback loop begins with the communication of expected outcomes. Performance standards and performance monitoring techniques are expressed in E.4.6.1 and Table 1.

##### **E.4.7.2 Monitoring System**

The Government's QA surveillance, accomplished by the COR, in conjunction with the PCO, will be reported using the methodology described herein. Interim evaluations will be done in accordance with E.4.4 as input to Option Exercise determinations. Formal CPARS evaluations will be conducted on an annual basis.

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

Table 2 - QASP Objectives

QASP OBJECTIVES			
Assessment Period	Acceptable Performance Definition	Schedule	Incentives
Base Period	Overall Performance Rating of at least "Satisfactory".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 8 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 1. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 1.
Option 1	Overall Performance Rating of at least "Satisfactory".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 2. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 2.
Option 2	Overall Performance Rating of at least "Very Good".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for granting Award Term 1. (-) Does not meet the acceptable performance definition as a condition for granting Award Term 1.
Award Term 1	Overall Performance rating of at least "Very Good".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for granting Award Term 2. (-) Does not meet the acceptable performance definition as a condition for granting Award Term 2.
Award Term 2		In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	Final CPARS ratings.

Table 3 - Task Performance Evaluation Criteria and Standards

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
<b>I. Task Performance</b>					
Timeliness	Contractor frequently misses deadlines, or is slow or non-responsive to respond to Government requests.	Contractor occasionally misses deadlines, schedules or is slow or occasionally non-responsive to respond to Government requests.	Contractor routinely meets deadlines, schedules, quickly responds to Government requests.	Contractor routinely meets deadlines and schedules and occasionally delivers early and responds immediately to Government requests.	Contractor routinely delivers ahead of deadlines, schedules, and responds immediately to Government requests.
Quality	Deliverables are typically not well researched and contain many technical inaccuracies. Rework is frequently required.	Deliverables are occasionally not well researched and contain some technical inaccuracies. Rework is occasionally required	Data Deliverables received are well researched, complete and technically accurate. No more than one (1) revisions are typically needed to accept the item. Other deliverable meet all Contract requirements.	Data Deliverables received are well researched, complete and technically accurate. Other deliverables meet all Contract requirements.	Data Deliverables received are always well researched, complete and technically accurate. They frequently exceed technical expectations. Rework is not required. Other deliverables typically exceed all Contract requirements.
<b>II. Staffing</b>					
Staffing	Contractor provides marginally qualified or unqualified personnel.  Lapses in coverage occur regularly.	Contractor provides marginally qualified personnel.  Lapses in coverable occur more than occasionally.	Contractor provides qualified personnel.  Lapses in coverage occur occasionally and are successfully managed by the Contractor with to minimize impact on timeliness or quality.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent with	Contractor provides a mix of qualified and highly qualified personnel.  Lapses in coverage are rare and are successfully managed by the Contractor with no impact on timeliness or quality.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent	Contractor provides highly qualified personnel.  Lapses in coverage are non-existent.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent with resume qualifications.



			resume qualifications.	with resume qualifications	
--	--	--	------------------------	----------------------------	--

**III. Customer Satisfaction**

Customer Satisfaction	Fails to meet customer expectations	Contractor occasionally fails to meet customer expectations.	Meets customer expectations.	Routinely meets or occasionally exceeds customer expectations.	Exceeds customer expectations.
-----------------------	-------------------------------------	--	------------------------------	--	--------------------------------

**IV. Management Performance & Problem Resolution**

Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are generally resolved but take unusual Government effort to resolve or take an excessive amount of time to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems occur infrequently and are generally resolved quickly with minimal Government involvement.	Problems are non-existent or the Contractor takes corrective action without Government involvement.
--------------------	--	---	--	---	---

Responsiveness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is occasionally unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally proactive in anticipating concerns.	Contractor's management takes proactive approach in dealing with Government representatives and anticipates concerns.
----------------	--	---	--	---	---

Communication	Contractor fails to communicate with Government in an effective and timely manner.	Contractor occasionally fails to communicate with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner and it frequently proactive in managing communication.	Contractor takes proactive approach such that communications are almost always clear, effective and timely.
---------------	--	---	--	--	---

**V. Cost Efficiency**

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

**E.5 AWARD TERM PLAN**

1. INTRODUCTION

The QASP is the basis for evaluating of the contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO) who is the Contracting

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

## 2. ORGANIZATION

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

## 3 RESPONSIBILITIES

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

## 4. AWARD-TERM PROCESSES

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

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

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

d. End-of-Period Evaluations. The "end of period" evaluation to determine whether the first award term will be exercised shall occur in Option 2 in accordance with the schedule in paragraph E.6 of the QASP. The "end of period" evaluation for the second award term shall also be in accordance with the QASP schedule.

## 5. AWARD-TERM PLAN CHANGE PROCEDURE

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

## Section F - Deliveries or Performance

### CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance of the following Firm line Items are as follows:

7000	07/29/2016 - 07/28/2017
7001 AA	07/29/2016 - 10/31/2017
7001 AB	07/29/2016 - 07/28/2017
7001 AC	07/29/2016 - 07/28/2017
7001 AD	07/29/2016 - 07/28/2017
7001 AE	09/19/2016 - 09/06/2017
7001 AF	09/19/2016 - 09/06/2017
7001 AG	07/29/2017 - 09/06/2017
7001 AH	08/14/2017 - 10/31/2017
7001 AJ	08/14/2017 - 10/31/2017
7001 AK	08/14/2017 - 09/06/2017
7101 AA	09/07/2017 - 07/28/2018
7101 AB	09/07/2017 - 07/28/2018
7101 AC	09/20/2017 - 07/28/2018
7101 AD	09/20/2017 - 07/28/2018
7101 AE	09/29/2017 - 07/28/2018
7101 AF	12/21/2017 - 07/28/2018
7101 AG	03/26/2018 - 07/28/2018
7101 AH	06/25/2018 - 07/28/2018
7201 AA	07/29/2018 - 07/28/2019
7201 AB	07/29/2018 - 07/28/2019
7201 AC	07/29/2018 - 07/28/2019
7201 AD	07/29/2018 - 07/28/2019
7201 AE	07/29/2018 - 07/28/2019
7201 AF	08/22/2018 - 07/28/2019
7201 AG	08/22/2018 - 07/28/2019
7201 AH	08/29/2018 - 07/28/2019
7201 AJ	09/17/2018 - 07/28/2019
7201 AK	11/26/2018 - 07/28/2019
7201 AL	12/19/2018 - 07/28/2019
7201 AM	04/03/2019 - 07/28/2019
7301 AA	07/29/2019 - 07/28/2020
7301 AB	07/29/2019 - 07/28/2020
7301 AC	07/29/2019 - 07/28/2020
7301 AD	07/29/2019 - 07/28/2020

7301 AE	07/29/2019 - 07/28/2020
7301 AF	07/29/2019 - 07/28/2020
7301 AG	08/02/2019 - 07/28/2020
7301 AH	08/02/2019 - 07/28/2020
7301 AJ	08/02/2019 - 07/28/2020
7301 AK	08/21/2019 - 07/28/2020
7301 AL	09/13/2019 - 07/28/2020
7301 AM	09/13/2019 - 07/28/2020
7301 AN	09/13/2019 - 07/28/2020
7301 AP	09/13/2019 - 07/28/2020
7301 AQ	09/13/2019 - 07/28/2020
7301 AR	09/18/2019 - 07/28/2020
7301 AS	09/18/2019 - 07/28/2020
7301 AT	09/23/2019 - 07/28/2020
7301 AU	10/29/2019 - 07/28/2020
7301 AV	10/29/2019 - 07/28/2020
7301 AW	10/29/2019 - 07/28/2020
7301 AX	11/26/2019 - 07/28/2020
7301 AY	11/26/2019 - 07/28/2020
7301 AZ	12/12/2019 - 07/28/2020
7301 BA	12/19/2019 - 07/28/2020
7301 BB	01/09/2020 - 07/28/2020
7301 BC	01/09/2020 - 07/28/2020
7301 BD	02/04/2020 - 07/28/2020
7301 BE	02/04/2020 - 07/28/2020
7301 BF	02/13/2020 - 07/28/2020
7301 BG	02/13/2020 - 07/28/2020
7301 BH	02/13/2020 - 07/28/2020
7301 BJ	03/04/2020 - 07/28/2020
7301 BK	03/04/2020 - 07/28/2020
7301 BL	04/06/2020 - 07/28/2020
7301 BM	04/06/2020 - 07/28/2020
7301 BN	05/04/2020 - 07/28/2020
7301 BP	05/04/2020 - 07/28/2020
9001 AA	07/29/2016 - 09/06/2017
9001 AB	07/29/2016 - 07/28/2017
9001 AC	07/29/2016 - 07/28/2017
9001 AD	07/29/2017 - 09/06/2017
9001 AE	08/14/2017 - 09/06/2017
9101 AA	09/07/2017 - 07/28/2018
9101 AB	09/07/2017 - 07/28/2018

9101 AC	09/20/2017 - 07/28/2018
9101 AD	09/20/2017 - 07/28/2018
9101 AE	12/04/2017 - 03/31/2018
9101 AF	02/21/2018 - 07/28/2018
9101 AG	03/26/2018 - 07/28/2018
9201 AA	07/29/2018 - 07/28/2019
9201 AB	07/29/2018 - 07/28/2019
9201 AC	07/29/2018 - 07/28/2019
9201 AE	07/29/2018 - 07/28/2019
9201 AF	08/22/2018 - 07/28/2019
9201 AG	08/22/2018 - 07/28/2019
9201 AH	04/18/2019 - 07/28/2019
9201 AM	04/03/2019 - 07/28/2019
9301 AA	07/29/2019 - 07/28/2020
9301 AB	07/29/2019 - 07/28/2020
9301 AC	08/02/2019 - 07/28/2020
9301 AD	08/02/2019 - 07/28/2020
9301 AE	08/02/2019 - 07/28/2020
9301 AF	08/02/2019 - 07/28/2020
9301 AG	09/13/2019 - 07/28/2020
9301 AH	09/18/2019 - 07/28/2020
9301 AJ	12/19/2019 - 07/28/2020
9301 AK	03/04/2020 - 07/28/2020
9301 AL	03/04/2020 - 07/28/2020
9301 BE	02/04/2020 - 07/28/2020

The Period of Performance of the following Option line Items are as follows:

7100	07/29/2017 - 07/28/2018
7200	07/29/2018 - 07/28/2019
9000	07/29/2016 - 07/28/2017
9100	07/29/2017 - 07/28/2018
9200	07/29/2018 - 07/28/2019

The Period of Performance of the following Award Term line Items are as follows:

7300	07/29/2019 - 07/28/2020
7400	07/29/2020 - 07/28/2021
9300	07/29/2019 - 07/28/2020
9400	07/29/2020 - 07/28/2021

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

7099

07/29/2016 - 08/06/2017

7199	08/07/2017 - 07/28/2018
7299	07/29/2018 - 07/28/2019
7399	07/29/2019 - 07/28/2020
7499	07/29/2020 - 07/28/2021

Services to be performed hereunder will be provided at the contractor's facility and at NSWCDD.

#### **F.1 HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS**

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

The period of performance may be adjusted at time of award, in order to correspond with the award date.

#### **F.2 DELIVERY/PERFORMANCE/DATA RIGHTS**

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

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

7000	07/29/2016 - 07/28/2017
7001 AA	07/29/2016 - 10/31/2017
7001 AB	07/29/2016 - 07/28/2017
7001 AC	07/29/2016 - 07/28/2017
7001 AD	07/29/2016 - 07/28/2017
7001 AE	09/19/2016 - 09/06/2017
7001 AF	09/19/2016 - 09/06/2017
7001 AG	07/29/2017 - 09/06/2017
7001 AH	08/14/2017 - 10/31/2017
7001 AJ	08/14/2017 - 10/31/2017
7001 AK	08/14/2017 - 09/06/2017

7101 AA	09/07/2017 - 07/28/2018
7101 AB	09/07/2017 - 07/28/2018
7101 AC	09/20/2017 - 07/28/2018
7101 AD	09/20/2017 - 07/28/2018
7101 AE	09/29/2017 - 07/28/2018
7101 AF	12/21/2017 - 07/28/2018
7101 AG	03/26/2018 - 07/28/2018
7101 AH	06/25/2018 - 07/28/2018
7201 AA	07/29/2018 - 07/28/2019
7201 AB	07/29/2018 - 07/28/2019
7201 AC	07/29/2018 - 07/28/2019
7201 AD	07/29/2018 - 07/28/2019
7201 AE	07/29/2018 - 07/28/2019
7201 AF	08/22/2018 - 07/28/2019
7201 AG	08/22/2018 - 07/28/2019
7201 AH	08/29/2018 - 07/28/2019
7201 AJ	09/17/2018 - 07/28/2019
7201 AK	11/26/2018 - 07/28/2019
7201 AL	12/19/2018 - 07/28/2019
7201 AM	04/03/2019 - 07/28/2019
7301 AA	07/29/2019 - 07/28/2020
7301 AB	07/29/2019 - 07/28/2020
7301 AC	07/29/2019 - 07/28/2020
7301 AD	07/29/2019 - 07/28/2020
7301 AE	07/29/2019 - 07/28/2020
7301 AF	07/29/2019 - 07/28/2020
7301 AG	08/02/2019 - 07/28/2020
7301 AH	08/02/2019 - 07/28/2020
7301 AJ	08/02/2019 - 07/28/2020
7301 AK	08/21/2019 - 07/28/2020
7301 AL	09/13/2019 - 07/28/2020
7301 AM	09/13/2019 - 07/28/2020
7301 AN	09/13/2019 - 07/28/2020
7301 AP	09/13/2019 - 07/28/2020
7301 AQ	09/13/2019 - 07/28/2020
7301 AR	09/18/2019 - 07/28/2020
7301 AS	09/18/2019 - 07/28/2020
7301 AT	09/23/2019 - 07/28/2020
7301 AU	10/29/2019 - 07/28/2020
7301 AV	10/29/2019 - 07/28/2020
7301 AW	10/29/2019 - 07/28/2020



7301 AX	11/26/2019 - 07/28/2020
7301 AY	11/26/2019 - 07/28/2020
7301 AZ	12/12/2019 - 07/28/2020
7301 BA	12/19/2019 - 07/28/2020
7301 BB	01/09/2020 - 07/28/2020
7301 BC	01/09/2020 - 07/28/2020
7301 BD	02/04/2020 - 07/28/2020
7301 BE	02/04/2020 - 07/28/2020
7301 BF	02/13/2020 - 07/28/2020
7301 BG	02/13/2020 - 07/28/2020
7301 BH	02/13/2020 - 07/28/2020
7301 BJ	03/04/2020 - 07/28/2020
7301 BK	03/04/2020 - 07/28/2020
7301 BL	04/06/2020 - 07/28/2020
7301 BM	04/06/2020 - 07/28/2020
7301 BN	05/04/2020 - 07/28/2020
7301 BP	05/04/2020 - 07/28/2020
9001 AA	07/29/2016 - 09/06/2017
9001 AB	07/29/2016 - 07/28/2017
9001 AC	07/29/2016 - 07/28/2017
9001 AD	07/29/2017 - 09/06/2017
9001 AE	08/14/2017 - 09/06/2017
9101 AA	09/07/2017 - 07/28/2018
9101 AB	09/07/2017 - 07/28/2018
9101 AC	09/20/2017 - 07/28/2018
9101 AD	09/20/2017 - 07/28/2018
9101 AE	12/04/2017 - 03/31/2018
9101 AF	02/21/2018 - 07/28/2018
9101 AG	03/26/2018 - 07/28/2018
9201 AA	07/29/2018 - 07/28/2019
9201 AB	07/29/2018 - 07/28/2019
9201 AC	07/29/2018 - 07/28/2019
9201 AE	07/29/2018 - 07/28/2019
9201 AF	08/22/2018 - 07/28/2019
9201 AG	08/22/2018 - 07/28/2019
9201 AH	04/18/2019 - 07/28/2019
9201 AM	04/03/2019 - 07/28/2019
9301 AA	07/29/2019 - 07/28/2020
9301 AB	07/29/2019 - 07/28/2020
9301 AC	08/02/2019 - 07/28/2020
9301 AD	08/02/2019 - 07/28/2020

9301 AE	08/02/2019 - 07/28/2020
9301 AF	08/02/2019 - 07/28/2020
9301 AG	09/13/2019 - 07/28/2020
9301 AH	09/18/2019 - 07/28/2020
9301 AJ	12/19/2019 - 07/28/2020
9301 AK	03/04/2020 - 07/28/2020
9301 AL	03/04/2020 - 07/28/2020
9301 BE	02/04/2020 - 07/28/2020

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

7100	07/29/2017 - 07/28/2018
7200	07/29/2018 - 07/28/2019
9000	07/29/2016 - 07/28/2017
9100	07/29/2017 - 07/28/2018
9200	07/29/2018 - 07/28/2019

**The Period of Performance of the following Award items are as follows:**

7300	07/29/2019 - 07/28/2020
7400	07/29/2020 - 07/28/2021
9300	07/29/2019 - 07/28/2020
9400	07/29/2020 - 07/28/2021

# Section G - Contract Administration Data

## G.1 ACCOUNTING DATA

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

## G.2 SPECIAL INVOICE INSTRUCTIONS

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

## G.3 PAYMENT INSTRUCTIONS

### PGI 204.7108 Payment Instructions

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

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

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

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

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

the determination of cost allowed for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

#### G.5 CONSENT TO SUBCONTRACT

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

The following subcontractors are approved on this order:

██████████

██████████

██████████

#### G.6 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2013)

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

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

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

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

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

Receiving Reports.

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

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

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

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

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

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

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

\_\_\_\_\_Cost Voucher\_\_\_\_\_

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

N00178

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S2404A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	S2404A
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA47F
Other DoDAAC(s)	Not Applicable

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

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

[janet.bohlmann@navy.mil](mailto:janet.bohlmann@navy.mil) and [Jason.w.simpson@navy.mil](mailto:Jason.w.simpson@navy.mil)

(g) *WAWF point of contact*.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact: [DLGR\\_NSWC\\_WAWF@navy.mil](mailto:DLGR_NSWC_WAWF@navy.mil).

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

#### **G.7 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

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

method as agreed to by the CO.

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

#### G.8 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

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

(a) Name: Daniel Belcher  
 Code: 0241  
 Address: Naval Surface Warfare Center, Dahlgren Division  
 17632 Dahlgren Road, Suite 157  
 Dahlgren, Virginia 22448-5100  
 Phone: (540) 653-4205  
 E-mail: [daniel.belcher@navy.mil](mailto:daniel.belcher@navy.mil)

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the Contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

##### Contract Specialist:

(a) Name: Jason Simpson  
 Code: 0241  
 Address: Naval Surface Warfare Center, Dahlgren Division  
 17632 Dahlgren Road, Suite 157  
 Dahlgren, Virginia 22448-5100  
 Phone: (540) 653-4506  
 E-mail: [Jason.w.simpson@navy.mil](mailto:Jason.w.simpson@navy.mil)

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

##### [ ] Administrative Contracting Officer (ACO)

(a) Name: Lewis Sully  
 Code: n/a  
 Address: 14501 George Carter Way

Chantilly, VA 20151

Phone: 571-521-1886

E-mail: [lewis.sully@dcma.mil](mailto:lewis.sully@dcma.mil)

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

Contracting Officer Representative (COR):

(a) Name: Janet Bohlmann

Code: A40

Address: Naval Surface Warfare Center, Dahlgren Division

18372 Frontage Road, Suite 318

Dahlgren, Virginia 22448-5100

Phone: (540) 653-7457

E-mail: [janet.bohlmann@navy.mil](mailto:janet.bohlmann@navy.mil)

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this Task Order.

[ TBD ] Alternate Contracting Officer Representative (ACOR):

(a) Name:

Code:

Address:

Phone:

E-mail:

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Accounting Data**

---

**CLIN/SLIN**

**PR Number**

**Amount**

[REDACTED]

**Accounting Data**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



# Section H - Special Contract Requirements

## H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

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

Education and professional qualifications include formal education degrees, honors, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the Contractor's qualifications and abilities to perform the order. For each Key Labor Category, formal education qualifications are cited, as appropriate to the requirements of the Labor Category, to establish professional credentials from which applied experience is founded. Additional degrees beyond those indicated for each category may be considered by the Government in lieu of experience depending on the field of study and the accreditation of the college/university. Alternatives to the formal education qualifications as stated in each labor category description will be considered by the Government.

### H.1.1 DEFINITIONS

**(a) Experience** - The desired experience for each Key Labor Category is directly related to the tasks and programs listed in the PWS. Specialized experience is concurrent with the general experience requirements listed for each labor category.

**(b) Professional Certifications and Development** - Professional development includes honors, degrees, publications, professional licenses, accreditations, and certifications that directly impact the offerors' ability to perform the contract. Retention of these credentials, as required to maintain accreditation, throughout the duration of the contract is the responsibility of the contractor. The years of experience and education are in addition to appropriate professional development. It is incumbent upon the contractor to demonstrate that the proposed personnel have the necessary credentials and accreditations to perform the work.

**(c) Accumulation of Qualifying Experience** - Experience may be accumulated concurrently. All experience must be clearly supported by the resume.

**(d) Non-Key Personnel** are the non-resumed personnel proposed to provide hours on this requirement.

### H.1.1.2 KEY LABOR CATEGORY QUALIFICATIONS

#### **Program Manager (Key)**

Four (4) years relevant specialized work experience and five (5) years of experience in program management for a requirement similar in size and technical complexity of this requirement. Experience using earned value (EVM) metrics, complying with government reporting requirements, and implementing cost control over complex projects. Experience in managing subcontractors (if subcontracting is proposed).

#### **Cyber Engineer (Key)**

Bachelor's Degree in Computer Science, Mathematics, Electrical Engineering, or Computer/Software Engineering from an accredited institution plus a minimum of four (4) years of directly related experience in three of the following areas:

1. Technical cyber defense issues to include Computer Network Attack (CNA), Computer Network Defense (CND), Computer Network Defense-Response Actions (CND-RA), Computer Network Exploitation (CNE) and Computer Network Operations (CNO).
2. Analysis of advanced cyber threats, network defense environments and Intelligence Community capabilities.
3. Vulnerability analysis and assessments for cyber missions.
4. Computer Network Defense (CND) Infrastructure Support, Penetration Testing, Computer Forensics, Reverse Engineering, Systems Requirements Planning, Systems Development, Software Engineering, Test and Evaluation, Enterprise Architecture, Network Services, Systems Security Analysis.

**OR**

A minimum of ten (10) years of specialized experience in the following areas:

1. Technical cyber defense issues to include Computer Network Attack (CNA), Computer Network Defense (CND), Computer Network Defense-Response Actions (CND-RA), Computer Network Exploitation (CNE) and Computer Network Operations (CNO).
2. Analysis of advanced cyber threats, network defense environments and Intelligence Community capabilities.
3. Vulnerability analysis and assessments for cyber missions.
4. Computer Network Defense (CND) Infrastructure Support, Penetration Testing, Computer

Forensics, Reverse Engineering, Systems Requirements Planning, Systems Development, Software Engineering, Test and Evaluation, Enterprise Architecture, Network Services, Systems Security Analysis.

### **Senior Cyber Analyst (Key)**

Five (5) years specialized experience performing work in four of the following areas:

1. Defense Information System Agency (DISA) network management tool sets that are utilized to monitor and manage the Defense Information System Network (DISN) and other enterprise services.
2. DoD Computer Network Defense (CND) data and tool sets.
3. Network Management and Network Operations Tactics, Techniques, and Procedures (TTPs).
4. Supervisory Control and Data Acquisition (SCADA) and other Industrial Control Systems and analyzing and assessing these systems.
5. Network management tool sets used to monitor and manage Commercial Provider enterprise services.
6. Comprehensive gap analysis of policy, procedures, and configurations.
7. Analysis of advanced cyber threats, network defense environments and Intelligence Community capabilities.

### **Senior Software Developer (Key)**

Seven (7) years of experience to include:

1. Creating and maintaining database packages, compilers, assemblers, and utility programs.
2. Experience maintaining operating systems and communications software.
3. Working from specifications to develop or modify software applications.
4. Assisting with designing, coding, benchmark testing, debugging, and documentation of programs.
5. Modifying existing software as well as creating special-purpose software to ensure efficiency and integrity between systems and applications.
6. Experience using at least four web development tools (e.g. XML, ASP.NET, Silverlight, WCF, HTML, JavaScript, and .NET) or experience using at least three desktop development languages/tools (e.g. C#, Java, C++, and ArcObjects).
7. Must hold current DoDI 8570.01-M Information Assurance Technology (IAT) Level II certification(s) required to work on Government IT systems.

**Senior Network Engineer (Key)**

Bachelor's Degree in Computer Engineering, Electrical Engineering with a focus in Computer Networks, or Computer Science plus five (5) years of experience in at least 2 of the following areas and must hold current DoDI 8570.01-M Information Assurance Technology (IAT) Level II certification(s) required to work on government IT systems.

OR

Ten (10) years of specialized experience in at least 2 of the following areas and must hold current DoDI 8570.01-M Information Assurance Technology (IAT) Level II certification(s) required to work on government IT systems.

1. Design, build develop, and test computer hardware and engineering techniques.
2. Performance optimization utilizing emerging technologies such as cloud computing.
3. Installation of computer systems and servers and hardware/software integration.

**H.1.3 NON-KEY LABOR CATEGORY MINIMUM QUALIFICATIONS**

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

**Cyber Analyst**

Two (2) years of specialized experience performing work in at least two of the following areas:

1. Defense Information System Agency (DISA) network management tool sets that are utilized to monitor and manage the Defense Information System Network (DISN) and other enterprise services.
2. DoD Computer Network Defense (CND) data and tool sets.
3. Network Management and Network Operations Tactics, Techniques, and Procedures (TTPs).
4. Supervisory Control and Data Acquisition (SCADA) and other Industrial Control Systems and analyzing and assessing these systems.

5. Network management tool sets used to monitor and manage Commercial Provider enterprise services.
6. Comprehensive gap analysis of policy, procedures, and configurations.
7. Analysis of advanced cyber threats, network defense environments and Intelligence Community capabilities.

#### **Junior Cyber Analyst**

Two (2) years of general experience in the following areas:

1. Network Management and Network Operations Experience.
2. Analysis of advanced cyber threats.
3. Network defense environments and Intelligence Community capabilities.

#### **Senior Department of Defense Information Network (DoDIN) and Telecommunications Analyst**

Six (6) years of telecommunications experience including specialized experience in at least two of the following areas:

1. Analysis of commercial and military communications assets and networks.
2. Department of Defense Information Network (DoDIN) analysis and assessment methodology.
3. Engineering and design of communications components and networks including fiber, cable, and wireless systems.
4. Application and System Analysis to include dependencies on other systems for receipt of information, networks for transport, and other infrastructures.
5. Modeling of transport and network systems.
6. Manipulating and analyzing various data and tool sets to conduct various analyses in support of Cyber Assurance.

#### **Department of Defense Information Network (DoDIN) and Telecommunications Analyst**

Three (3) years of telecommunications experience including specialized experience in at least two of the following areas:

1. Analysis of commercial and military communications assets and networks.

2. Department of Defense Information Network (DoDIN) analysis and assessment methodology.
3. Engineering and design of communications components and networks including fiber, cable, and wireless systems.
4. Application and System Analysis to include dependencies on other systems for receipt of information, networks for transport, and other infrastructures.
5. Modeling of transport and network systems.
6. Manipulating and analyzing various data and tool sets to conduct various analyses in support of Cyber Assurance.

### **Policy Analyst**

Two (2) years of experience in the following areas:

1. Develop and implement policy standards, best practices, guidance, and procedures.
2. Conduct cyber-related research, analysis, and coordination activities in support of DoD cyber assurance and policy efforts at multiple classification levels.
3. Lead working groups to develop cyber strategies to meet emerging threats.
4. Perform complex analysis of cyber, intelligence, information technology (IT) and critical infrastructure policy gaps.

### **General Analyst**

Bachelor's degree in Computer Science, Mathematics, Electrical Engineering, or Computer/Software Engineering from an accredited institution.

**OR**

A minimum of two (2) years of experience with data entry and analysis in 2 of the following areas:

1. Work Experience with a service provider.
2. Performing geospatial and open source research.
3. Entering information into various databases (Access, Oracle, or SQL),
4. Large scale data entry from various source media.
5. Entering data into a Geographic Information System (GIS) environment.

**Senior Database Architect**

Seven (7) years of work experience in the area of database administration, design, development, extraction, transformation, and loading of data. Experience with a minimum of two (2) enterprise level databases (e.g. SQL Server, Oracle, Postgres, ArcSDE). Experience in software configuration management and experience developing software documentation such as the Database Design Document and Interface Control Document. Must hold current DoDI 8570.01-M Information Assurance Technology (IAT) Level II certification(s) required to work on government IT systems.

**Software Developer**

Four (4) years of specialized experience which should include:

1. Creating and maintaining database packages, compilers, assemblers, and utility programs. Experience maintaining operating systems and communications software.
2. Working from specifications to develop or modify software applications.
3. Designing, coding, benchmark testing, debugging, and documentation of programs.
4. Modifying existing software as well as creating special-purpose software to ensure efficiency and integrity between systems and applications. Experience using at least two web development tools (e.g. XML, ASP.NET, Silverlight, WCF, HTML, JavaScript, and .NET) or experience using at least two desktop development languages/tools (e.g. C#, Java, C++, and ArcObjects).
5. Experience with enterprise level databases (e.g. SQL Server, Oracle, Postgres, ArcSDE).
6. Must hold current DoDI 8570.01-M Information Assurance Technology (IAT) Level II certification(s) required to work on government IT systems.

**Junior Software Developer**

Bachelor's degree in Computer Science and must hold current DoDI 8570.01-M Information Assurance Technology (IAT) Level II certification(s) required to work on government IT systems.

**OR**

Two (2) years of experience in the following areas and must hold current DoDI 8570.01-M Information Assurance Technology (IAT) Level II certification(s) required to work on government IT systems:

1. Working from specifications to develop or modify software applications.
2. Designing, coding, benchmark testing, debugging, and documentation of programs.
3. Modifying existing software as well as creates special-purpose software to ensure efficiency and integrity between systems and applications.
4. Experience with relational databases, SQL, development of stored procedures and Data Definition Logs (DDL).

#### **Junior Network Engineer**

Bachelor's Degree in Computer Engineering, Electrical Engineering with a focus in Computer Networks or Computer Science with experience in at least two (2) of the following areas and must hold current DoDI 8570.01-M Information Assurance Technology (IAT) Level II certification(s) required to work on government IT systems:

1. Experience with design, building, development, and testing of computer hardware and engineering techniques.
2. Performance optimization utilizing emerging technology such as cloud computing.
3. Experience with installation of computer systems and servers and hardware/software integration.

**OR**

Five (5) years specialized experience in at least 2 of the following areas and must hold current DoDI 8570.01-M Information Assurance Technology (IAT) Level II certification(s) required to work on government IT systems:

1. Experience with design, building, development, and testing of computer hardware and engineering techniques.
2. Performance optimization utilizing emerging technology such as cloud computing.
3. Experience with installation of computer systems and servers and hardware/software integration.

#### **Software Test Engineer**

Three (3) years direct experience in designing and implementing quality control standards for tactical software testing of Navy or Joint Programs. Experience with system testing metrics, best practices, and methodologies. Experience working with software development teams.



Experience participating in requirements and design reviews, developing test plans, writing and executing test cases in a fast paced software development environment. Experience conducting data analysis, data verification and problem-solving. Experience with statistical reporting and analysis. Expertise in one or more scripting languages (e.g., Unix/Linux, PERL, Java script) and relational database technologies (SQL, schema design). Must hold current DoDI 8570.01-M Information Assurance Technology (IAT) Level II certification(s) required to work on government IT systems.

## **H.2 5252.237-9106 SUBSTITUTION OF PERSONNEL (Sep 1990)**

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

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

## **H.3 Dd1-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL**

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

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

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

(d) TRIPWIRE NOTIFICATION: If the employee is a current employee of the contractor (or a subcontractor), the fully burdened hourly rate that will be invoiced under the order shall be provided. If the labor rate to be invoiced for the individual will exceed any Navy labor rate tripwire for service contracts in effect at time of the request for approval, the Contractor shall fully justify why the proposed individual is required for contract performance and the specific benefit to be derived from the individual's addition to the task order.

#### H.4 RESUME FORMAT AND CONTENT REQUIREMENTS

RESUME FORMAT AND CONTENT: In order to facilitate evaluation, all resumes shall contain the following minimum information:

- Complete Name
- Task Order Labor Category
- Percentage of time to be allocated to this effort
- Current level of security clearance level per JPAS (identify if interim or final)
- Current work location and planned work location upon award of this Task Order.
- If the individual is key on another contract with a period of performance that will overlap
  - this requirement, note plans to satisfy both contracts if the Offeror is selected for award.
- Chronological Work History/Experience Show experience and date(s) as follows:

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

(b) Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.) If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an Offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 10-year employment with that firm and to ensure Offeror's proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

(c) Phrases such as "assisted with", "participated in", or "supported" are UNACCEPTABLE except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will NOT be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual.

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

(e) Offerors shall note that the lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Government's

overall technical requirements.

(f) All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered.

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

(h) PROFESSIONAL DEVELOPMENT - Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that are directly relevant and impact the Offeror's ability to perform under the Task Order. For education and training, the following format is preferred:

- Academic: Degree(s); Date(s); Institution; Major/Minor.
- Non-Academic: Course title, date(s), approximate length.
- Professional licenses and certifications. Note the date obtained for each, as well as the date when each license/certification requires renewal.

(i) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Contract Number N00178-14-D-7758-0002 InfoReliance Corporation and intend to make myself available to work under any resultant contract to the extent proposed."

---

Employee Signature and Date

---

Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee certification shall not be dated earlier than the issue date of this solicitation.

(j) If the employee is not a current employee of the Offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. The letter shall identify the projected start date. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

(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.

**H.6 Dd1-H40 FUNDING PROFILE**

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

CLIN	Total CPIF	Funding this Mod	Previous Funding	Total Funded	Amount Unfunded	Total Hours Funded
Base						
7001	█	█	█	█	█	17,735
9001	█	█	█	█	█	
Total Base	█	█	█	█	█	
Option 1						
7101	█	█	█	█	█	29,864
9101	█	█	█	█	█	
Total Option 1	█	█	█	█	█	
Option 2						
7201	█	█	█	█	█	107,520
9201	█	█	█	█	█	
Total Option 2	█	█	█	█	█	
Option 3						
7300	█	█	█	█	█	72,727
9300	█	█	█	█	█	
Total Option 3	█	█	█	█	█	
Option 4						
7400	█	█	█	█	█	
9400	█	█	█	█	█	

Total Option 4							
Total Contract							

**H.7 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

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

CLIN	COST	INCENTIVE FEE	TOTAL CPFF	Estimated Date to Fund Thru
Base				
7001				9/6/2017
9001				9/6/2017
Total Base				
Option 1				
7101	\$			7/28/2018
9101				7/28/2018
Total Option 1				
Option 2				
7201	\$			7/28/2019
9201	\$			7/28/2019
Total Option 2				
Option 3				
7300				7/28/2020
9300				7/28/2020
Total Option 3				
Option 4				
7400				

9400			
Total Option 4			
Total Contract			

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

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

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

**H.8 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010)**

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

CLIN	Compensated	Uncompensated
7001	43,124	0
7100	81,920	0
7200	119,485	0
7300	81,920	0
7400	81,920	0

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location),

uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and Section C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 1575 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are

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

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

**H.9 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

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

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

**H.10 SAVINGS INITIATIVES**

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(e) The Government also strongly encourages the prime contractor to eliminate "double pass-thru"



costs by avoiding second tier subcontractors/consultants during performance and where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of:

The prime contractor's pass-thru rate under this order or

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

#### **H.11 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD 010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

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

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

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

#### **H.12 NOTIFICATION OF CHANGES (CT) (JAN 1983)**

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

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

(i) The date, nature, and circumstances of the conduct regarded as a change;  
(ii) The name, function, and activity of the individuals directly involved in or knowledgeable about such conduct;

(iii) The identification of any documents and the substance of any oral communication involved in such conduct;

(iv) The particular elements of contract performance for which the Contractor might seek an equitable adjustment under this requirement, including:

(1) What performance or what ship(s) have been or might be affected by the potential change;

(2) To the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the potential change;

(3) To the extent practicable, the Contractor's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and

(4) What and in what manner are the particular technical requirements or contract requirements regarded as changed.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, the Contractor shall take no action to implement a potential change until advised by the Contracting Officer in writing as provided in

(d) below, unless the potential change was previously directed by the Contracting Officer, in which case the Contractor shall conform therewith. Nothing in this paragraph (c) shall excuse the Contractor from proceeding with contract work other than implementation of the potential change or from proceeding in accordance with directions issued by the Contracting Officer.

(d) Government Response. The Contracting Officer shall promptly, and in any event within

twenty-one (21) calendar days after receipt of Notice, respond thereto in writing. In such response, the Contracting Officer shall either:

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

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

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

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

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

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

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

(2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government; the Contractor may proceed with work in accordance with the potential change. In such special situations, the Contractor shall advise the Contracting Officer in writing within ten (10) days of the conduct giving rise to the potential change that the Contractor has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (30) calendar days of the conduct giving rise to the potential change, the Contractor shall provide notice as required in (b) above. The Contracting Officer shall respond as set forth in (d) above.

If the Contracting Officer determines that the conduct constitutes a change and countermands it, the Contractor shall be entitled to an equitable adjustment for performance in accordance with that change prior to the countermand including performance resulting from the countermand.

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

(h) Despite good faith best efforts, occasions may arise in which the Contractor does not provide notice within the time periods specified in paragraphs (b) and (f) above. Accordingly, prior to the end of each quarter of the first and third quarters of each calendar year through

the period of performance of this contract, beginning with the TBD at Time of Award quarter of TBD at Time of Award\_ the Contractor shall deliver to the Government an executed bilateral contract modification, covering the six month period of time ending with the second and fourth quarters, respectively, of the preceding year, with such specific exceptions, if any, as are identified by the Contractor. If the Contractor cites specific exceptions to the release, the Contractor shall concurrently provide the Contracting Officer with notice, containing the information set forth in paragraph (b) of this requirement, for each item excepted from the release.

However, the release required by this requirement shall not make unallowable any costs which are otherwise allowable under any other requirement of this contract.

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

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

#### **H.13 LABOR TRIPWIRE JUSTIFICATION**

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

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

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

#### **H.14 ECRAFT CROSS-WALK**

The following ECRAFT cross-walk for contract N00178-14-D-7758-0002, should be used with the Section C, C.34 ECRAFT STANDARD LANGUAGE.

<b>Contract Labor Category (current title)</b>	<b>eCRAFT Labor Category Title</b>	<b>Experience Level of Contractor</b>	<b>Key or Non-Key Personnel</b>
Program Manager	MANAGER, PROGRAM/PROJECT I ----- MANP1	Level I	Key
Cyber Engineer	ENGINEER, COMPUTER III ----- EC3	Level III	Key
Senior Cyber Analyst	ENGINEER, COMPUTER III ----- EC3	Level III	Key
Senior Software Developer	ENGINEER, COMPUTER III ----- EC3	Level III	Key
Senior Network Engineer	ENGINEER, COMPUTER III ----- EC3	Level III	Key
Cyber Analyst	ENGINEER, COMPUTER III ----- EC3	Level III	Non-Key
Junior Cyber Analyst	ENGINEER, COMPUTER II ----- EC2	Level II	Non-Key
Senior DODIN and Telecommunications Analyst	ENGINEER IV ----- E4	Level IV	Non-Key
DODIN and Telecommunications Analyst	ENGINEER III ----- E3	Level III	Non-Key
Policy Analyst	ANALYST, MANAGEMENT I ----- ANM1	Level I	Non-Key
General Analyst	ANALYST, OPERATIONS I ----- ANP1	Level I	Non-Key
Senior Database Architect	ENGINEER, COMPUTER III ----- EC3	Level III	Non-Key
Software Developer	ENGINEER, COMPUTER III ----- EC3	Level III	Non-Key
Junior Software Developer	ENGINEER, COMPUTER II ----- EC2	Level II	Non-Key
Junior Network Engineer	ENGINEER, COMPUTER II ----- EC2	Level II	Non-Key
Software Test Engineer	ENGINEER, COMPUTER II ----- EC2	Level II	Non-Key

# Section I - Contract Clauses

## PROVISIONS INCORPORATED BY REFERENCE

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

## CLAUSES INCORPORATED BY REFERENCE

52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
252.204-7000	Disclosure of Information	DEC 1991
252.227-7025	Limitations on the use or disclosure of government furnished information marked with restrictive legends	MAR 2011
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	APR 2003
252.227-7038	Patent Rights - Ownership by the Contractor (Large Business)	JUN 2012
252.225-7048	Export-Controlled Items	JUNE 2013

**All clauses in the Offerors MAC contract apply to this Task Order.**

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

## CLAUSES INCORPORATED BY FULL TEXT

### 52.216-10 -- INCENTIVE FEE (JUN2011)

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

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

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

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

(d) of this clause.

(c) *Withholding of payment*.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

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

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.*

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

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

(i) Payments made under assignments; or

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

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

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

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

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

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

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

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

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

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

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

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

#### **52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION)(APR 2015)**

(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.

ITEMS	LATEST OPTION EXERCISE DATA
7100, 7199, 9100	No later than 24 months after Task Order Award date
7200, 7299, 9200	No later than 36 months after Task Order Award date
7300, 7399, 9300	No later than 48 months after the Task Order Award date
7400, 7499, 9400	No later than 54 months after the Task Order Award date

(b) 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" (NAVSEA 5252.216-9122), if the total man-hours 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 man-hours specified in paragraph (a) of the aforementioned requirement have been expended.

#### **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero (0) 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 multi-shift 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 subparagraph (a)(1) through (a)(4) of the clause.

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

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

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

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

#### **252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)**

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

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

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

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is-

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapidly report" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems

and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service

provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see

<http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all

known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of

DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this 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) "Computersoftware 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*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
NONE	NONE	NONE	NONE

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

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

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

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

Date	_____
Printed Name and Title	_____
Signature	_____

(End of identification and assertion)

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

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

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

Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

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

#### GOVERNMENT PURPOSE RIGHTS

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 obligation to the Government.

**252.227-7014 RIGHTS IN COMMERCIAL 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 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 to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
NONE	NONE	NONE	NONE

\*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	_____

(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:

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 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 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.

#### **252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)**

##### *(a) Definitions.*

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data--Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

*(b) Government rights prior to contract award.* By submission of its offer, the Offeror agrees that the Government--

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

*(c) Government rights subsequent to contract award.* The Contractor agrees--

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data--Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause(s) of this contract.

*(d) Government-furnished information.* The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

*(e) Information available without restrictions.* The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the



sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) *Flowdown*. The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

## **252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS—COMPUTER SOFTWARE (SEP 2011)**

(a) *Definitions*.

(1) As used in this clause, unless otherwise specifically indicated, the term "Contractor" means the Contractor and its subcontractors or suppliers.

(2) Other terms used in this clause are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(b) *Justification*. The Contractor shall maintain records sufficient to justify the validity of any markings that assert restrictions on the Government's rights to use, modify, reproduce, perform, display, release, or disclose computer software delivered or required to be delivered under this contract and shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a request for information under paragraph (d) or a challenge under paragraph (f) of this clause.

(c) *Direct contact with subcontractors or suppliers*. The Contractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors or suppliers at any tier who assert restrictions on the Government's right to use, modify, reproduce, release, perform, display, or disclose computer software. Neither this clause, nor any action taken by the Government under this clause, creates or implies privity of contract between the Government and the Contractor's subcontractors or suppliers.

(d) *Requests for information*.

(1) The Contracting Officer may request the Contractor to provide sufficient information to enable the Contracting Officer to evaluate the Contractor's asserted restrictions. Such information shall be based upon the records required by this clause or other information reasonably available to the Contractor.

(2) Based upon the information provided, if the—

(i) Contractor agrees that an asserted restriction is not valid, the Contracting Officer may—

(A) Strike or correct the unjustified marking at the Contractor's expense; or

(B) Return the computer software to the Contractor for correction at the Contractor's expense. If the Contractor fails to correct or strike the unjustified restriction and return the corrected software to the Contracting Officer within sixty (60) days following receipt of the software, the Contracting Officer may correct or strike the markings at that Contractor's expense.

(ii) Contracting Officer concludes that the asserted restriction is appropriate for this contract, the Contracting Officer shall so notify the Contractor in writing.

(3) The Contractor's failure to provide a timely response to a Contracting Officer's request for information or failure to provide sufficient information to enable the Contracting Officer to evaluate an asserted restriction shall constitute reasonable grounds for questioning the validity of an asserted restriction.

(e) *Government right to challenge and validate asserted restrictions*.

(1) The Government, when there are reasonable grounds to do so, has the right to review and challenge the validity of any restrictions asserted by the Contractor on the Government's

rights to use, modify, reproduce, release, perform, display, or disclose computer software delivered, to be delivered under this contract, or otherwise provided to the Government in the performance of this contract. Except for software that is publicly available, has been furnished to the Government without restrictions, or has been otherwise made available without restrictions, the Government may exercise this right only within three years after the date(s) the software is delivered or otherwise furnished to the Government, or three years following final payment under this contract, whichever is later.

(2) The absence of a challenge to an asserted restriction shall not constitute validation under this clause. Only a Contracting Officer's final decision or actions of an agency Board of Contract Appeals or a court of competent jurisdiction that sustain the validity of an asserted restriction constitute validation of the restriction.

(f) *Major systems.* When the Contracting Officer challenges an asserted restriction regarding noncommercial computer software for a major system or a subsystem or component thereof on the basis that the computer software was not developed exclusively at private expense, the Contracting Officer will sustain the challenge unless information provided by the Contractor or subcontractor demonstrates that the computer software was developed exclusively at private expense.

(g) *Challenge procedures.*

(1) A challenge must be in writing and shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require the Contractor to respond within sixty (60) days;

(iii) Require the Contractor to provide justification for the assertion based upon records kept in accordance with paragraph (b) of this clause and such other documentation that are reasonably available to the Contractor, in sufficient detail to enable the Contracting Officer to determine the validity of the asserted restrictions; and

(iv) State that a Contracting Officer's final decision, during the three-year period preceding this challenge, or action of a court of competent jurisdiction or Board of Contract Appeals that sustained the validity of an identical assertion made by the Contractor (or a licensee) shall serve as justification for the asserted restriction.

(2) The Contracting Officer shall extend the time for response if the Contractor submits a written request showing the need for additional time to prepare a response.

(3) The Contracting Officer may request additional supporting documentation if, in the Contracting Officer's opinion, the Contractor's explanation does not provide sufficient evidence to justify the validity of the asserted restrictions. The Contractor agrees to promptly respond to the Contracting Officer's request for additional supporting documentation.

(4) Notwithstanding challenge by the Contracting Officer, the parties may agree on the disposition of an asserted restriction at any time prior to a Contracting Officer's final decision or, if the Contractor has appealed that decision, filed suit, or provided notice of an intent to file suit, at any time prior to a decision by a court of competent jurisdiction or Board of Contract Appeals.

(5) If the Contractor fails to respond to the Contracting Officer's request for information or additional information under paragraph (g)(1) of this clause, the Contracting Officer shall issue a final decision, in accordance with paragraph (f) of this clause and the Disputes clause of this contract, pertaining to the validity of the asserted restriction.

(6) If the Contracting Officer, after reviewing the written explanation furnished pursuant to paragraph (f)(1) of this clause, or any other available information pertaining to the validity of an asserted restriction, determines that the asserted restriction has—

(i) Not been justified, the Contracting Officer shall issue promptly a final decision, in

accordance with the Disputes clause of this contract, denying the validity of the asserted restriction; or

(ii) Been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, validating the asserted restriction.

(7) A Contractor receiving challenges to the same asserted restriction(s) from more than one Contracting Officer shall notify each Contracting Officer of the other challenges. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer who initiated the first in time unanswered challenge, after consultation with the other Contracting Officers who have challenged the restrictions and the Contractor, shall formulate and distribute a schedule that provides the Contractor a reasonable opportunity for responding to each challenge.

(h) *Contractor appeal? Government obligation.*

(1) The Government agrees that, notwithstanding a Contracting Officer's final decision denying the validity of an asserted restriction and except as provided in paragraph (h)(3) of this clause, it will honor the asserted restriction—

(i) For a period of ninety (90) days from the date of the Contracting Officer's final decision to allow the Contractor to appeal to the appropriate Board of Contract Appeals or to file suit in an appropriate court;

(ii) For a period of one year from the date of the Contracting Officer's final decision if, within the first ninety (90) days following the Contracting Officer's final decision, the Contractor has provided notice of an intent to file suit in an appropriate court; or

(iii) Until final disposition by the appropriate Board of Contract Appeals or court of competent jurisdiction, if the Contractor has:

(A) appealed to the Board of Contract Appeals or filed suit in an appropriate court within ninety (90) days; or

(B) submitted, within ninety (90) days, a notice of intent to file suit in an appropriate court and filed suit within one year.

(2) The Contractor agrees that the Government may strike, correct, or ignore the restrictive markings if the Contractor fails to—

(i) Appeal to a Board of Contract Appeals within ninety (90) days from the date of the Contracting Officer's final decision;

(ii) File suit in an appropriate court within ninety (90) days from such date; or

(iii) File suit within one year after the date of the Contracting Officer's final decision if the Contractor had provided notice of intent to file suit within ninety (90) days following the date of the Contracting Officer's final decision.

(3) The agency head, on a nondelegable basis, may determine that urgent or compelling circumstances do not permit awaiting the filing of suit in an appropriate court, or the rendering of a decision by a court of competent jurisdiction or Board of Contract Appeals. In that event, the agency head shall notify the Contractor of the urgent or compelling circumstances. Notwithstanding paragraph (h)(1) of this clause, the Contractor agrees that the agency may use, modify, reproduce, release, perform, display, or disclose computer software marked with

(i) government purpose legends for any purpose, and authorize others to do so; or

(ii) restricted or special license rights for government purposes only. The Government agrees not to release or disclose such software unless, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense

Federal Acquisition Regulation Supplement (DFARS), or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The agency head's determination may be made at any time after the date of the Contracting Officer's final decision and shall not affect the Contractor's right to damages against the United States, or other relief provided by law, if its asserted restrictions are ultimately upheld.

(i) *Final disposition of appeal or suit.* If the Contractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is:

1) Sustained—

(i) Any restrictive marking on such computer software shall be struck or corrected at the Contractor's expense or ignored; and

(ii) If the asserted restriction is found not to be substantially justified, the Contractor shall be liable to the Government for payment of the cost to the Government of reviewing the asserted restriction and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the restriction, unless special circumstances would make such payment unjust.

(2) Not sustained—

(i) The Government shall be bound by the asserted restriction; and

(ii) If the challenge by the Government is found not to have been made in good faith, the Government shall be liable to the Contractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor in defending the restriction.

(j) *Flowdown.* The Contractor shall insert this clause in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this contract. The clause may not be altered other than to identify the appropriate parties.

#### **252.227-7030 TECHNICAL DATA – WITHHOLDING OF PAYMENT (MAR 2000)**

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

#### **252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2012)**

(a) *Definitions.* The terms used in this clause are defined in the Rights in Technical Data–Noncommercial Items clause of this contract.

(b) Presumption regarding development exclusively at private expense.

(1) Commercial items. For commercially available off-the-shelf items (defined at 41 U.S.C. 104) in all cases, and for all other commercial items except as provided in paragraph (b) (2) of this clause, the Contracting Officer will presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Contracting Officer shall not challenge such

assertions unless the Contracting Officer has information that demonstrates that the item, component, or process was not developed exclusively at private expense.

(2) Major systems. The presumption of development exclusively at private expense does not apply to major systems or subsystems or components thereof, except for commercially available off-the-shelf items (which are governed by paragraph (b)(1)) of this clause. When the Contracting Officer challenges an asserted restriction regarding technical data for a major system or a subsystem or component thereof on the basis that the item, component, or process was not developed exclusively at private expense, the Contracting Officer will sustain the challenge unless information provided by the Contractor or subcontractor demonstrates that the item, component, or process was developed exclusively at private expense.

(c) *Justification.* The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except as provided in paragraph (b)(1) of this clause, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) *Prechallenge request for information.*

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph

(e) of this clause.

(e) *Challenge.*

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of 41 U.S.C. 7101, Contract Disputes, and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) *Final decision when Contractor or subcontractor fails to respond.* Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with paragraph (b) of this clause and the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) *Final decision when Contractor or subcontractor responds.*

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends

to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes statute until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) *Final disposition of appeal or suit.*

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained—

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained—

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) *Duration of right to challenge.* The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or

within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data—

- (1) Is publicly available;
  - (2) Has been furnished to the United States without restriction; or
  - (3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.
- (j) *Decision not to challenge.* A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."
- (k) *Privity of contract.* The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.
- (l) *Flowdown.* The Contractor or subcontractor agrees to insert this clause in contractual instruments, including subcontracts and other contractual instruments for commercial items, with its subcontractors or suppliers at any tier requiring the delivery of technical data.

#### **252.246-7001 WARRANTY OF DATA—BASIC (MAR 2014)**

- (a) *Definition.* "Technical data" has the same meaning as given in the clause in this contract entitled Rights in Technical Data and Computer Software.
- (b) *Warranty.* Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.
- (c) *Contractor Notification.* The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.
- (d) *Remedies.* The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:
- (1) Within a reasonable time after such notification, the Contracting Officer may—
    - (i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or
    - (ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.
  - (2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may, within a reasonable time of the refusal or failure—
    - (i) By contract or otherwise, correct or replace the nonconforming technical data and charge



the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

#### **AWARD TERM CLAUSE**

In addition to the terms set forth elsewhere in the contract, and as provided in the QASP, the contractor may earn an extension of one (1) to two (2) years on the basis of performance during the evaluation periods. The contractor is evaluated using QASP criteria during each year of contract performance. In order for an Award Term 1 to be exercised, the contractor must have achieved an overall of Very Good for Option 2; and in order for Award Term 2 to be exercised, the contractor must have achieved an overall of Very Good for Award Term 1.

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond Option 2 of performance for Very Good for three out of the five elements and not less than Satisfactory for the remaining two major elements assessed.

(b) Monitoring of Performance. The contractor's performance will be continually monitored by the COR and Subject Matter Experts whose findings are reported by the COR to the Contracting Officer (PCO) together with a recommendation regarding exercise of the Award Term period. The PCO makes the final decision on the award-term on the basis of the contractor's performance during the award-term evaluation period.

(c) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the QASP.

(d) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(e) Self-Evaluation. The contractor will submit a written self-evaluation of its performance for that period in accordance with the schedule in the QASP. It will be used in the COR's and PCO's evaluation of the contractor's performance during this period.

(f) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the PCO. These decisions are final and are not subject to dispute.

(g) Award-Term Extension. The contract period may be modified to reflect the PCO's decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the SeaPort contracts, including exercised options. The award-term provision must be included in the solicitation and resulting Task Order. If at any time the contract period does not extend more than two years from the PCO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

#### **252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such

waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accord with the terms and conditions of the contract as a result of Government action under this clause.

**252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)**

(a) Definitions. As used in this provision—

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

**252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)**

(a) Definitions. As used in this clause—

“Compromise” means disclosure of information to unauthorized persons, or a violation of the

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

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered defense information" means unclassified information that—

(1) Is—

(i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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

(b) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012, and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

- (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.
- (5) A breach of these obligations or restrictions may subject the Contractor to—
- (i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
  - (ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.
- (c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

# Section J - List of Attachments

Exhibit A, Contract Data Requirements List (CDRL)

Attachment (1) DD254

Attachment (2) Contracting Officers Representative Appointment Memo

Attachment (3) TI-01

Attachment (4) TI-02

Attachment (5) TI-11, REV 01

Attachment (6) TI-14

Attachment (7) TI-15

Attachment (8) TI-16

Attachment (9) TI-17

Attachment (10) TI-21

Attachment (11) TI-22

Attachment (12) TI-26

Attachment (13) TI-27

Attachment (14) TI-28

Attachment (15) TI-31

Attachment (18) TI-32

Attachment (17) TI-38

Attachment (18) TI-39

Attachment (19) TI-33

Attachment (20) AWS Access Policy

Distribution:

Contractor:

[Nichole.McMenamin@ecstech.com](mailto:Nichole.McMenamin@ecstech.com)

COR: Janet Bohlmann

PM: Kathleen (Katie) Young

<b>Attachment Number</b>	<b>File Name</b>	<b>Description</b>
	TI-22.pdf	Attachment (11) - TI-22
	AWSAccessPolicy.pdf	Attachment (20) - AWS Access Policy
	BohlmannCORAppointmentLetter.pdf	Attachment (2) Contracting Officers Representative Appointment Memo
	TI38.pdf	Attachment (17) - TI-38
	TI-16NAVSEARedTeam.pdf	Attachment (8) - TI-16
	TI-11REV1.pdf	Attachment (5) - TI-11 REV 1
	TI-27.pdf	Attachment (13) - TI-27
	TI33.pdf	Attachment (19) - TI-33
	TI39.pdf	Attachment (18) - TI-39
	TI-02_Cyber_Support_to_A41.pdf	Attachment (4) TI-02
	TI-01REV01_Cyber_Situational_Awareness_Support.pdf	Attachment (3) TI-01 REV 1
	CDRLs.pdf	Exhibit A, Contract Data Requirements List (CDRL)
	TI-28.pdf	Attachment (14) - TI-28
	DD254REV1.pdf	Attachment (1) - DD254 REV 1
	TI15Rev1.pdf	Attachment (7) - TI-15 Rev 1
	TI-26.pdf	Attachment (12) - TI-26
	TI21REV01.pdf	Attachment (10) - TI-21 Rev 01
	TI31.pdf	Attachment (15) - TI-31
	TI32.pdf	Attachment (16) - TI-32
	TI-17.pdf	Attachment (9) - TI-17
	TI-14_USAF_LCMC.pdf	Attachment (6) TI-14