

| | | | | | | | | | |
|---|--|---------------------------------|--------------------------|--|-------------------|--|---|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE V | | PAGE 1 OF 2 PAGES | | | | |
| 2. AMENDMENT/MODIFICATION NUMBER 47 | | 3. EFFECTIVE DATE 08/31/2020 | | 4. REQUISITION/PURCHASE REQUISITION NUMBER 1300840043 | | 5. PROJECT NUMBER (If applicable) N/A | | | |
| 6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme, CA 93043-4307 | | CODE N63394 | | 7. ADMINISTERED BY (If other than Item 6) DCMA LOS ANGELES 6230 Van Nuys Boulevard Van Nuys, CA 91401 | | CODE S0512A SCD C | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) AdvantEdge Technology 271 Market Street Suite 15 Port Hueneme, California 93041 | | | | (X) | | | 9A. AMENDMENT OF SOLICITATION NUMBER | | |
| | | | | <input type="checkbox"/> | | | 9B. DATED (SEE ITEM 11) | | |
| | | | | <input checked="" type="checkbox"/> | | | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-04-D-4005/L613 | | |
| | | | | | | | 10B. DATED (SEE ITEM 13) 06/08/2015 | | |
| CODE 3PQL7 | | FACILITY CODE 141934278 | | | | | | | |

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 checked="" type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) – Mutual agreement by all parties |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 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) Vickie DeWolfe, Director of Business Operations | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gary Heagy, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR /s/Vickie DeWolfe (Signature of person authorized to sign) | 15C. DATE SIGNED 08/28/2020 | 16B. UNITED STATES OF AMERICA /s/Gary Heagy (Signature of Contracting Officer) | 16C. DATE SIGNED 08/31/2020 |

Previous edition unusable

General Information

The purpose of this modification is to:

2) De-obligate

All other terms and conditions remains unchanged.

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

No LLA Changes.

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

The total value of the task order is hereby increased/decreased

ORDER FOR SUPPLIES OR SERVICES

| | | | | | | | | | |
|---|--|---|--|--|--|--|--|---|--|
| 1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00178-04-D-4005 | | 2. DELIVERY ORDER/CALL NO. L613 | | 3. DATE OF ORDER/CALL (YYYYMMDD) 2020AUG31 | | 4. REQUISITION/PURCH REQUEST NO. 1300840043 | | 5. PRIORITY DO-A3 | |
| 6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme, CA 93043-4307 | | CODE N63394 | | 7. ADMINISTERED BY (If other than 6) DCMA LOS ANGELES 6230 Van Nuys Boulevard Van Nuys, CA 91401 | | CODE S0512A SCD: C | | 8. DELIVERY FOB DESTINATION OTHER | |
| 9. CONTRACTOR Z AdvantEdge Technology 271 Market Street Suite 15 Port Hueneme, CA 93041 | | CODE 3PQL7 | | FACILITY 141934278 Z | | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE | | 11. IF BUSINESS IS SMALL DISADVANTAGED WOMEN-OWNED | |
| NAME AND ADDRESS Z | | | | 12. DISCOUNT TERMS Net 30 Days WAWF | | 13. MAIL INVOICES TO THE ADDRESS IN BACK SEE SECTION G | | 14. SHIP TO CODE | |
| SEE SECTION F | | | | 15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement | | CODE HQ0339 | | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2. | |
| 16. DELIVERY/ CALL TYPE OF PURCHASE | | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your furnish the following on terms specified herein. | | | | | | | |
| ORDER | | ACCEPTANCE. 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. | | | | | | | |
| AdvantEdge Technology | | Vickie DeWolfe | | | | | | | |
| NAME OF CONTRACTOR | | SIGNATURE | | TYPED NAME AND TITLE | | DATE SIGNED (YYYYMMDD) | | | |
| If this box is marked, supplier must sign Acceptance and return the following number of copies: | | | | | | | | | |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE | | | | | | | | | |
| 18. ITEM NO. 19. SCHEDULE OF SUPPLIES/SERVICES 20. QUANTITY ORDERED/ACCEPTED* 21. UNIT 22. UNIT PRICE 23. AMOUNT | | | | | | | | | |
| SEE SCHEDULE | | | | | | | | | |
| 24. UNITED STATES OF AMERICA *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. /s/Gary Heagy 08/31/2020 BY: CONTRACTING/ORDERING OFFICER | | | | | | | | | |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN INSPECTED RECEIVED 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 | |
| | | | | PARTIAL | | 32. PAID BY | | 33. AMOUNT VERIFIED CORRECT FOR | |
| f. TELEPHONE NUMBER g. E-MAIL ADDRESS | | | | FINAL | | | | | |
| 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 | | | | COMPLETE | | | | | |
| | | | | PARTIAL | | | | | |
| 37. RECEIVED AT | | | | 38. RECEIVED BY (Print) | | 39. DATE RECEIVED (YYYYMMDD) | | 40. TOTAL CONTAINERS | |
| | | | | | | | | 41. S/R ACCOUNT NUMBER | |
| | | | | | | | | 42. S/R VOUCHER NO. | |
| DD FORM 1155, DEC 2001 | | | | PREVIOUS EDITION IS OBSOLETE. | | | | | |

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Target Cost | Target Fee | CPIF |
|------|-----|-------------------|-----|------|-------------|------------|------|
| | |) | | | | | |
| 5 | |) | | | | | |

Cost Type Items:

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

Cost Type / NSP Items:

| | | | | | | | |
|------|--|---|------|-----|--|--|-----|
| 7150 | | Data/Tech Data Requirements for: CLIN(s) 7000 thru 7100 in accordance with the Performance Work Statement (PWS) Paragraph(s) 1.0 through 3.2, and CDRL(s) A001 thru A020, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 7000 thru 7100. | 1.00 | Lot | | | NSP |
|------|--|---|------|-----|--|--|-----|

Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Target Cost | Target Fee | CPIF |
|------|-----|-------------------|-----|------|-------------|------------|------|
|------|-----|-------------------|-----|------|-------------|------------|------|

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Cost Type Items:

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

Cost Type / NSP Items:

| | | | | | | | |
|------|--|--|------|-----|--|--|-----|
| 7350 | | Data/Tech Data Requirements for: CLIN(s) 7200 thru 7300 in accordance with the Performance Work Statement (PWS) Paragraph(s) 1.0 through 3.2, and CDRL(s) A001 thru A020, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for alldata/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 7200 thru 7300. | 1.00 | Lot | | | NSP |
|------|--|--|------|-----|--|--|-----|

Cost Type Items:

TIL613-OPY2_001 (RDT&E)

Cost Type Items:

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

Cost Type / NSP Items:

| | | | | |
|------|---|------|-----|-----|
| 7550 | Data/Tech Data Requirements for: CLIN(s) 7400 thru 7500 in accordance with the Performance Work Statement (PWS) Paragraph(s) 1.0 through 3.2, and CDRL(s) A001 thru A020, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 7400 thru 7500. | 1.00 | Lot | NSP |
|------|---|------|-----|-----|

Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Target Cost | Target Fee | CPIF |
|------|-----|-------------------|-----|------|-------------|------------|------|
| e | | | | | | | |

Cost Type Items:

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

Cost Type / NSP Items:

| | | | | | | | |
|------|--|---|------|-----|--|--|-----|
| 7750 | | Data/Tech Data Requirements for: CLIN(s) 7600 thru 7700 in accordance with the Performance Work Statement (PWS) Paragraph(s) 1.0 through 3.2, and CDRL(s) A001 thru A020, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 7600 thru 7700. | 1.00 | Lot | | | NSP |
|------|--|---|------|-----|--|--|-----|

Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Target Cost | Target Fee | CPIF |
|------|-----|-------------------|-----|------|-------------|------------|------|
|------|-----|-------------------|-----|------|-------------|------------|------|

Cost Type Items:

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

Cost Type / NSP Items:

| | | | | | | | |
|------|--|--|------|-----|--|--|-----|
| 7950 | | Data/Tech Data Requirements for: CLIN(s) 7800 thru 7900 in accordance with the Performance Work Statement (PWS) Paragraph(s) 1.0 through 3.2, and CDRL(s) A001 thru A020, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for alldata/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 7800 thru 7900. | 1.00 | Lot | | | NSP |
|------|--|--|------|-----|--|--|-----|

Cost Only Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|------|-----|-------------------|-----|------|-----------|
|------|-----|-------------------|-----|------|-----------|

NOTE A: NOT SEPARATELY PRICED

Price included in the price of Labor CLIN(s).

NOTE B: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours specified in Section B to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE 1) clause and LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010) clause apply to these Items.

NOTE C: OPTION

For Labor Items, Offerors shall propose man-hours specified in Section B to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE 1) clause and LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010) clause apply to these Items.

NOTE D: SURGE

If the Government determines that an increased LOE is required, the Government reserves the right to exercise “surge” option CLINs for additional hours in accordance with the SOW. In the event the Government does elect exercise the surge option item, the appropriate ceiling and LOE dollars may be re-aligned under labor CLINs for each task identified in the SOW. Offerors should propose surge options with the same labor mix and composite rate as the basic effort. All surge labor CLINs should be proposed as CPFF, and is not to exceed the Prime Offeror’s

NOTE E: OTHER DIRECT COSTS

The ODC CLINs are in support of the full SOW, including surge and special studies. The total ODCs (including allowable burdens) must be included in Section B of the offer for all CLINs and supporting surge and special studies CLINs. Other ODC amounts proposed by an Offeror shall be included in said CLINs and the narrative rationale provided by the Offeror.

These Items are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee, not allowable indirect costs or burdens.

NOTE F: AWARD TERM

Award Term Item to which the AWARD TERM PLAN applies and which is to be supplied only if and to the extent said Item is earned, retained and awarded in accordance with the AWARD TERM PLAN provided in Section J. Notwithstanding the word "Option" which appears in the Section B CLIN description or elsewhere in this Task Order, for Award Term Items, Award Terms are not "Option" Items until they are earned.

NOTE G: INCENTIVE FEE INSTRUCTIONS

The contract type selected for this requirement includes incentive provisions that will determine how the cost risk associated with contract performance is shared. In the Cost Plus Incentive Fee environment the net change in the contractual amount represents the over/under that's contemplated by the contract target price, estimated cost plus fee (any type cost reimbursement contract), or re-determinable price, as a result of the actual contract costs being over/under target or anticipated contracts costs but not attributable to any other cause of cost growth previously defined.

Upon award, the successful Offeror's proposed Maximum Incentive Fee and Target Fee percentages, if less than the solicitation stated ceilings and maximum fees, will be incorporated in FAR clause 52.216-10 (1) The final target cost, target fee amounts shall be based upon the actual level of effort the contractor provides.

Incentive Fee Terms

Target Cost (TC). This is the nominal cost the contractor expects in performance of the contract.

Target Fee (TF). This is the fee the contractor gets for achieving the target cost.

Target Price (TP). This is the sum of the target cost and target fee ($TP = TC + TF$) and represents the nominal amount that the government will have to pay if the contract is executed at target cost and target fee.

Maximum Fee (Max Fee). Regardless of how well the contractor performs on the contract (underruns), his fee can go no higher than this amount. The fee, of course, is in addition to all legitimate costs.

Minimum Fee (Min Fee). Regardless of how poorly the contractor performs on the contract (overruns), his fee can go no lower than this amount. The fee, of course, is in addition to all legitimate costs.

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

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

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

(End of Text)

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.

(End of Text)

HQ B-2-0014 PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed fee type contracts for completion and phase 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 equal to the allowable cost of each invoice 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

Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (Applicable to ODC CLINs 9100, 9200, 9300, 9400 and 9500)

(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 the Contractor 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.

(End of Text)

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(End of Text)

Section C - Description/Specifications/Statement of Work

SELF DEFENSE TEST SHIP (REMOTE CONTROL SYSTEM) FOR NAVAL SURFACE
WARFARE CENTER, PORT HUENEME DIVISION NSWC PHD.

1.0 BACKGROUND.

The purpose of this Task Order is to provide contractor engineering services for "System Test and Evaluation" of Battle Forces, Combat Systems and Weapon Systems. The required services will provide operational and maintenance support to the Self Defense Test Ship (SDTS) Test Facility and specifically the Test Ship Remote Control System (TSRCS) therein. The TSRCS facilitates the unique SDTS capability to operate at-sea and underway while unmanned, primarily in support of elevated risk Test and Evaluation events. In addition to ship's navigation, the TSRCS supports the remote operation of multiple Combat and Weapon Systems, various sensor systems, and ancillary test support systems. The support required in this Task Order includes the design documentation, development, fabrication, installation and test of new and expanded TSRCS components. The support includes the operation and monitoring of TSRCS system elements during Test and Evaluation events and the ongoing maintenance of the system.

This requirement encompasses the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD) mission statement. Integrate, Test, Evaluate, and provide Logistics support for primarily the Air Warfare Ship Self Defense Test and Evaluation Enterprise (AW SSD T&E Enterprise) combat system elements and the associated Test Ship Remote Control System (TSRCS).

Contracted services are for highly specialized engineering and technical support and are not common to typical surface Navy Combat System Engineering. Contractor shall perform Combat System Interface Design and Development, Specialized Interface Software design and development, and computer/network engineering including ship-to-ship and ship-to-shore microwave communications.

2.0 SCOPE/PERFORMANCE REQUIREMENTS.

The following Performance Work Statement defines the requirements for contractor support to be provided to NSWC PHD. The overall effort of this Task Order involves a wide range of engineering services for support of "System Test and Evaluation" of Battle Forces, Combat Systems and Weapon Systems. The effort includes support for US land based and ship board equipment and systems designed to detect, track, identify, communicate, process, evaluate and control the engagement of targets. The majority of this support will be performed in support of the Self Defense Test Ship (SDTS), the Remote Control Facility (RCF), the Test Ship Remote Control Network (TSRCN) sites and within the Surface Warfare Engineering Facility (SWEF) Building 1384 located in Port Hueneme California.

The Combat/Weapon System Test and Evaluation Programs are part of the Air Warfare Ship Self Defense Test and Evaluation Enterprise (AW SSD T&E Enterprise) representing the following ship classes: LHA-6, LCS-1/2, LSD-41, DDG-1000 and CVN-78. Combat/Weapon Systems include but are not limited to the following: Rolling Airframe Missile (RAM), Rearchitected NATO Sea Sparrow Missile System (RNSSMS), Evolved Sea Sparrow Missile (ESSM), SeaRAM, Multi-Function Radar (MFR), Ship Self Defense System (SSDS), PHALANX Close-In Weapon

System (CIWS), SPQ-9B radar, SPS-48 radar, SPS-49 radar, Vertical Launching System (VLS), Electronic Warfare System (EWS), Total Ship Computing Environment, and evolving Research Development, Test and Evaluation (RDT&E) combat/weapon systems elements. In addition to providing network communications and remote control functionality for the ship class configurations and specific systems listed above, the TSRCS includes closely associated supporting systems classified as Exterior Communications (ExComm). ExComm includes, but is not limited to, UHF, VHF and HF radios (CIC and Bridge systems), VSAT and Iridium satellite phones, TACAN, NDGPS base stations and displays, SAS audio and DTS video systems.

2.1 T&E Software Support Services

2.1.1 Provide Red Hat Enterprise 5.X LINUX based computer programming services to design, program, implement and test the Test Ship Remote Control System (TSRCS) weapon system software for a weapon/sensor suite RCF client workstation and Shipboard Remote Control Interface Unit (RCIU). Develop and implement display Graphical User Interface (GUI) utilizing KDE, KDevelop and Qt to replicate SDTS shipboard system/equipment console and control panel functions at the host RCF client workstation. Analyze detailed interface functional requirements and develop operating system software that enables the total remote control of the SDTS on board combat system during unmanned T&E operations. Provide system software operations monitoring and support during T&E exercises and TSRCS end-to-end operational verification tests.

2.1.2 Provide Red Hat Enterprise 5.X LINUX computer programming services to design, program and test NEMESIS Differential Global Positioning System (NDGPS) base stations and control display operating systems and application software as installed in the SDTS and RCF. Develop displays to present real time target and SDTS positioning information over designated mapping including inner and outer sea range boundaries and Operational Areas (OPAREAs). Perform maintenance and upgrades/enhancements as required in response to test program/project requirements and system component replacement needs.

2.1.3 Provide draft and final versions of a study, providing concept analysis and proposals addressing TSRCS operating system software including problems, solutions, enhancements, or new functional requirements (e.g., existing and Enterprise related weapon/combat systems sensors and ancillary supporting equipment). Develop and prepare Plan of Actions & Milestones (POA&M) inputs addressing TSRCS system software design, development, beta/prototype, installation/test, final installation and checkout for new or enhanced/modified system software. There will be five studies per year. Plan for five studies per year. (Per CDRL A006 & A007)

2.1.4 Provide documentation of computer programming and maintain digital storage on the TSRCS's servers of the programming source code and documentation (Per CDRL A008 and A019). Manage the programming code using industry standard practices for version control.

A: Programming will use the standard programming libraries from Red Hat Enterprise. If non-standard libraries are used, they will be documented and stored along with the source code.

B: Documentation of the source code shall be accomplished following the MIL-STD-498 in a digital format. The documentation, source code, and libraries will be stored on the TSRCS's servers and available to the government.

2.1.5 Programming services to be provided using the "Application Security and Development Security Technical Implementation Guide", Version 3 Release 4 dated 23 Oct 2011 or current version. Programmer is to work with the Information Assurance (IA) Team and create, modify and update code as needed to meet IA requirements (Per CDRL A008 and A020).

2.2 T&E Hardware, Networking and Facility Support Services

2.2.1 Provide draft and final versions of a white paper, providing concept analysis and proposals addressing TSRCS

system including problems, solutions, enhancements, or new functional requirements. Prepare POA&M inputs addressing TSRCS system design, development, beta/prototype, installation/test, final installation and checkout for new or enhanced/modified system hardware. There will be five white papers. Plan for five white papers (Per CDRL A009 & A010).

2.2.2. Provide network-engineering services to analyze requirements, design, support component purchase, configure, install, test and maintain the SDTS/RCF TSRCS ATM based backbone network. Perform network backbone transition requirements analysis and design the SDTS/RCF TSRCN Ethernet based network backbone, including operational transition planning from the existing ATM based network. Provide network-engineering services to design, support component purchase, configure, install, test and maintain the SDTS/RCF TSRCS Ethernet based backbone network. Operate and maintain, including the development and incorporation of network capability expansions, the backbone network between the SDTS and the RCF. Network components include, but are not limited to, ATM/Ethernet backbone network switches, government and private sector fiber optic circuits and bandwidth services, OC-3, DS-3 and T-1 circuit support equipment and modules including network wireless (RF) transmitters/receivers, antenna systems, and Ethernet LAN/WAN components providing connectivity between shipboard host weapon and sensor suite RCIU equipment and RCF workstations. Provide operations monitoring and support during T&E exercises and TSRCS end-to-end operational verification tests.

2.2.3 Provide network and electro/mechanical engineering services to perform requirements analysis, design develop component specifications, configure, install, check out and operate the SDTS/RCF TSRCS network real-time video transmission and distribution system. Evaluate existing shipboard and remote site systems (host systems) and design VME based remote control interfaces to facilitate remote control of the systems. Interfaces will include all cables, connectors, mounts, cabinet/enclosure fabrication and modifications and power requirements. Develop and incorporate network capability expansions/enhancement upgrades, shipboard below decks and topside video and film and video camera control and LAN interface equipment and related switches and network modules. Provide recommendations and support for the enhancement/upgrade of the RCF video distribution system including video distribution and displays throughout the facility. Provide video transmission and distribution system operations set up, verification checks and monitoring support during SDTS T&E exercises and TSRCS operational verification tests.

2.2.4 Provide network and electro/mechanical engineering to design, identify required components, construct, test and maintain the operation of the SDTS/RCF TSRCS voice communications and test support ancillary functions. Evaluate existing shipboard and remote site systems (host systems) and design VME based remote control interfaces. Interfaces will include all cables, connectors, mounts, cabinet/enclosure fabrication and modifications and power requirements. Develop network and equipment capability enhancements/upgrades, provide PBX functions via Ethernet Phone hubs, CI 360-80 Intelligent Channel Bank (ICB), T-1 ATM backbone modules, Xteq 2400 Voice Terminal units, and Plantronics headset(s). Coordinate the voice radio interface with Naval Air Warfare Center – Point Mugu (NAWC-PM) in accordance with frequency allocations provided at the time of test exercises. Provide voice systems operations set up, verification checks prior to scheduled tests or exercises and provide monitoring support for voice communications functions during SDTS exercises. There will be 20 exercises per year. Plan for 20 test exercises per year.

2.2.5 Provide RDT&E network and electro/mechanical engineering services to design, construct, install, test and maintain the SDTS/RCF TSRCS classified LAN/WAN components and functions for both land based and SDTS installations. Interfaces will include interconnection cables, cabinet/enclosure fabrication /mounts and modifications.

Operate and maintain, including the development and incorporation of network capability expansions, high speed KG-75 FASTLANE and KG-175 TACLANE encryption devices, key materials and related switches and network modules. Provide classified LAN/WAN operations set up, verification checks and monitoring support during T&E exercises and TSRCS end-to-end operational verification tests. Provide requirements and suitability analysis, system design, component purchase and installation for the next generation of applicable high speed encryption devices (Per CDRL A011).

2.2.6 Provide T&E facility and lab support for the land based test facilities directly related to present and future T&E events. Perform an analysis of the equipment facility requirements, and material procurement support. Perform facility modifications, support equipment/fixtures/services installation, integration and checkout. There will be ten system installations per year. Plan for ten systems per year.

2.2.7 Provide shipboard T&E facility engineering and management support services for the SDTS/RCF TSRCS elements installation/integration and expansion. Participate in SDTS Combat Systems (CS) and Hull, Mechanical and Electrical (HM&E) related Integrated Product Team (IPTs) and working groups for TSRCS requirements determination, planning, drawing/work package review processes, system and equipment installation, integration and test scheduling, and outside services coordination. Participate in SDTS CS elements installation and readiness schedule and status reviews, expansion and enhancement planning reviews and problem/trouble report resolution meetings. Provide equipment installation, checkout and maintenance support for CS and TSRCS related shipboard systems, specifically including ExComm. Prepare, report/present status reports and problem resolution recommendations at IPTs and working group meetings (Per CDRL A012).

2.3 T&E Test Event Support Services

2.3.1 Provide data entry and retrieval for test data systems for SDTS test evolutions. There will be 20 SDTS test evolutions that require data entry and retrieval for test data systems. Plan for 20 test evolutions per year.

2.3.2 Provide Engineering support for the data collection workflow process including the data reduction, replication and distribution to the analysis community for data collected during test evolutions. There will be 20 test evolutions per year. Plan for 20 test evolutions per year.

2.3.3 Provide on-site test operations support, such as developing schedules of events and pre-exercise messages provide test conduct support, and on-site communications and conference requirements.

2.3.4 Provide T&E facilities preparation (non- construction work) and operations support including the hands-on operation of T&E consoles /workstations and various ExComm systems/equipment during T&E test evolutions; provide system monitoring, initial setup, and check out in host command facilities and participating target vehicles. There will be 20 test evolutions per year. Plan for 20 test evolutions per year. This task will require a response time of one hour.

2.3.5 Provide shipboard T&E engineering and management support services for the SDTS/RCF TSRCS test exercise operations. Participate in SDTS Combat Systems (CS) and supporting HM&E related test event planning and preparation working groups. Perform on board preparatory maintenance and TSRCS operational checks/tests. Participate in military and civilian outside services requirements determination and scheduling in preparation for test events. Participate in SDTS CS test schedules and status reviews, and problem/trouble report resolution meetings. Prepare CS, TSRCS and supporting/ancillary systems (ExComm) status reports and problem resolution recommendations at test event preparation meetings. Plan for 20 test evolutions per year

2.3.6 Repair damaged or malfunctioning combat systems equipment, support equipment and RDT&E communications and information technology systems. Prepare CS, TSRCS and SWEF supporting/ancillary systems status reports and problem resolution recommendations. Plan for 20 test evolutions per year (Per CDRL A012).

2.4. T&E Documentation Support Services

2.4.1 Develop and maintain the Land Based Test Site (LBTS) test integration plan, range documentation, operation requirements, equipment facility requirements, equipment installation design documents, test procedures, data management plan and fleet services requests for an SDTS test evolution series. There will be ten

documentation/study requirement papers per year. Plan for ten documentation/study requirement papers per year (Per CDRL A013).

2.4.2 Provide Engineering evaluation and review of system under test documentation prior to commencement of an SDTS test evolution series for a draft and final plan.

2.5 T&E Management & Meeting Support Services

2.5.1 Prepare and present test evolution reports, including the presentation of data, results, recommendations and conclusions at test coordination meetings such as Mission Coordination Panels (MCP) and Test Readiness Reviews (TRRs). There will be 20 test meetings per year. Plan for 20 test meetings per year (Per CDRL A014).

2.5.2 Provide program management and engineering services in support of the SDTS Ship Class Transition efforts. Perform planning and coordination support for assigned tasks supporting the transition of weapon system, sensor suite, communications and ancillary support systems following scheduled SDTS (Enterprise) Ship Class re-configurations. Coordinate engineering services for the performance of requirements analysis, design, component purchase support, development and configuration, set-up installation/implementation, test/check, operation and maintenance in conjunction with assigned transition engineering team members to expand and enhance the TSRCS and ancillary support systems within the SDTS, RCF and network/transmission links that support T&E operations. Participate in SDTS/TSRCS performance reviews, expansion/enhancement planning reviews and trouble report resolution meetings and prepare, report/present status reports and problem resolution/expansion task analysis conclusions/recommendations (Per CDRL A015).

2.5.3 Provide program management and engineering services for planning and coordination support for assigned tasks involving the deployment, operation, maintenance and expansion of NDGPS. Coordinate engineering services and perform requirements analysis, design, component purchase support, development and configuration, set-up installation/ implementation, test/check, local and field operations and maintenance in conjunction with assigned development, operations and maintenance engineering team personnel. Participate in NDGPS performance reviews, expansion/enhancement planning reviews and operations scheduling meetings and prepare, report/present status reports and problem resolution/expansion task analysis conclusions/recommendations.

2.5.4 Provide project management, engineering and financial services in support of SDTS/RCF T&E exercises and operations. Participate in test scenario development and requirements determination. Coordinate with civilian and military test ranges and facilities as required in support of SDTS operations. Coordinate and schedule range assets and services to meet remote at sea test requirements. Participate in pre-operations meetings such as MRR's or OTRR's prior to SDTS T&E exercises. Participate in SDTS planning reviews, post-test performance reviews, and prepare reports detailing test problem resolution, recommended improvements to test conduct and conclusions when applicable (Per CDRL A016).

2.5.5 Provide project management, engineering and financial services in support of SDTS/RCF T&E financial resources budgeting, status monitoring and reporting. Participate in SDTS/RCF T&E operations budget development and funding requirements determination. Provide inputs to and interface directly with Department financial Program Analyst personnel for TSRCS Enterprise support budget planning, status monitoring and reporting. Prepare financial analysis and impact projections based on funding status, SDTS T&E event schedules and TSRCS operational support and maintenance requirements. Prepare reports and presentation materials for Department and NAVSEA Sponsor program reviews and ad hoc financial studies. Provide periodic financial status reports and input for regularly scheduled submittals to the Branch, Division and Department levels. (Per CDRL A001, A002, A003, A004)

2.5.6 Provide project management, engineering and financial services in support of SDTS/RCF T&E planning meetings. Participate in test requirement development and system test requirements determination. Coordinate with civilian and military test organizations as required in support of SDTS operations. Communicate with Program

offices and Navy leads in determining testing configurations and systems architecture.

2.5.7 Provide trip reports for attendance at engineering and working group meetings per Technical Instructions. Plan on one person for one week up to five trips per year to each of the following locations: Washington, DC; Wallops Island, VA.; Tucson, AZ; San Diego, CA; SNI, CA, WSMR, NM and Portsmouth, RI. Plan for twenty-five (25) trips (Per CDRL A017).

2.6 TSRCN Information Assurance (IA) Support

2.6.1 Provide network and computer systems engineering services to perform IA requirements analysis, planning and documentation development. Responsibilities include but are not limited to: ensuring each Information System is operated, used and maintained IAW DOD/NAVSEA/PHD security policies/practices; ensuring users and system support personnel have the required security clearances, authorization, need to know and are indoctrinated/familiar with internal security practices before gaining access to the information system. Enforce security policies and safeguards on all personnel having access to the information systems for which the IAO is responsible. Serve as the TSRCN Information Assurance subject matter expert (SME) on the Local Configuration Control Board. Implement the system conformance monitoring and test SOP, conduct periodic audits, scans and inspections to ensure compliance with the Accreditation support documentation package. Initiate protective or corrective measures to maintain security on information systems, support to information assurance vulnerability management (IAVM) requirements and ensure security patches are installed, as appropriate. Develop and report all Ports, Protocols and Services for the TSRCN Information Systems and ensure users and system administrators of the system(s) or network(s) are provided appropriate annual network security training. Support the application of IA requirements into all future TSRCN updates, expansion and modification plans including material and resource impact projections. Perform IA documentation management functions including the maintenance of TSRCN IA documentation archive with a chronological record of all documentation produced and received. Support the deployment, maintenance and operation of software based firewalls and anti-malware applications. Develop and prepare presentation materials for, and support the conduct of TSRCN IA presentations for IAO, IAM, Division, Department, local Command and Program Office levels. 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; DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M. Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions. 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. (Per CDRL A005, A018)

3.0 Special Considerations:

3.1 Handling and use of classified information up to the SECRET level may be required. Personnel assigned must meet the security requirements of DD254, Contract Security Classification Specification, Attachment (1) and hold current SECRET clearances.

3.2 The successful offeror shall maintain a facility within a 30 minute drive of PHD NSWC, Port Hueneme, CA.

4.0 PERSONNEL REQUIREMENTS

4.1 KEY PERSONNEL QUALIFICATIONS

The offeror shall provide resumes for Key Personnel. By submitting an offer, the contractor certifies that all required key personnel identified in its proposal meet the desired personnel qualifications listed below. The offeror must

submit information that all key personnel proposed by the offeror have a current Secret security clearance or a plan to obtain Secret clearance prior to performance of work. Interim Secret clearance is acceptable.

Senior IA Engineer/Technician

A. Education: Candidate must have a Bachelor's degree (Science or Technology) in Information Systems or similar area and 5+ years relevant experience. Current CompTIA Security+ certification, Linux+ certification is required. Candidate must have a Certified Information Systems Security Professional (CISSP®) or agree to obtain. Must be proficient with UNIX, LINUX, and Windows operating systems.

B. Background/Experience:

Experienced in conducting software testing and reviews that are associated with IA Security requirements. Experience in running assessment tools like Retina, SCAP and GoldDisk.

Able to perform IS architecture design, engineering, and configuration management reviews (must have an understanding of network administration). Must understand the DoD IAVA/IAVB/IAVT program, Windows Active Directory, Windows application security, Linux security and security incident handling. Must be able to analyze IA test results, identify system weaknesses and develop a risk analysis/assessment. Must have an understanding of system engineering principles and the ability to read and interpret data flow charts, systems diagrams and component configuration depictions. Must be proficient with UNIX, LINUX, and Windows operating systems and be highly self-motivated, with keen attention to detail. Must have creative problem-solving abilities, the ability to prioritize and execute tasks in a high-pressure environment and work with minimal oversight. Candidate must be able to work in a team-oriented, collaborative environment and be proficient in using the eMASS system. Candidate must have a DoD Secret Clearance, or the ability to obtain and maintain one. Have experience on Compliance Verification, execute IA security for the Test Ship Remote Control Systems (TSRCS).

Program Manager

A. Education. Bachelor of Science Degree from an accredited college in an applicable discipline such as Engineering, Computer Science or Mathematics.

B. Background/Experience. At least ten (10) years of practical experience in the Test and Evaluation (T&E) of Navy combat systems. A thorough technical understanding of Navy T&E processes, demonstrated technical participation in T&E of integrated Combat Systems and the component sensors and weapons. Evidence of leadership and influence in T&E planning meetings, program reviews, and technical working groups. Demonstrated ability to communicate effectively with Navy DOD Executive management. Demonstrate ability to provide leadership in multi-organizational technical projects. Weapons Systems experience from all or a portion of the following systems: Rolling Airframe Missile (RAM), Rearchitected NATO Sea Sparrow Missile System (RNSSMS), Evolved Sea Sparrow Missile (ESSM), SeaRAM, Multi-Function Radar (MFR), Ship Self Defense System (SSDS), PHALANX Close-In Weapon System (CIWS), SPQ-9B radar, SPS-48 radar, SPS-49 radar, Vertical Launching System (VLS), Electronic Warfare System (EWS), Total Ship Computing Environment, and AEGIS weapon systems. Requirement to have and maintain clearance level of SECRET.

Senior LBTS Engineer

A. Education. Bachelor of Science Degree from an accredited college in an applicable discipline such as Engineering, Computer Science, Information Technology or Mathematics. For equivalency purposes, three years of experience in the areas specified is considered equivalent to one year of formal education/training.

B. Background/Experience. At least ten (10) years of experience in major Test and Evaluation (T&E) projects. Previous experience in Weapon System integration, development/ implementation of remote controlled Weapon

Systems and shipboard data extraction systems. Previous experience in the development of Test Integration Plans. Experience shall reflect knowledge and familiarity with weapons systems support, database development, and computer program applications to weapon system related projects. Demonstrated Surface ship Test conductor experience in the following: Rolling Airframe Missile (RAM), Rearchitected NATO Sea Sparrow Missile System (RNSSMS), Evolved Sea Sparrow Missile (ESSM), SeaRAM, Multi-Function Radar (MFR), Ship Self Defense System (SSDS), PHALANX Close-In Weapon System (CIWS), SPQ-9B radar, SPS-48 radar, SPS-49 radar, Vertical Launching System (VLS), Electronic Warfare System (EWS), Total Ship Computing Environment, and AEGIS Combat/ Weapon systems. Requirement to have and maintain clearance level of SECRET.

Senior Design Engineer

A. Education. Bachelor of Science Degree from an accredited college in an applicable discipline such as Engineering, Computer Science or Mathematics. For equivalency purposes, three years of experience in the areas specified is considered equivalent to one year of formal education/training.

B. Background/Experience. At least ten (10) years of experience in shipboard self-defense weapons Test and Evaluation (T&E) projects. Demonstrated experience in modern techniques of system control design, integration, and development of Naval Combat System remote control functionality utilizing encrypted control and test data transmission systems within ATM or equivalent high bandwidth Ethernet (e.g., Gige) based networks. Experience in component level engineering and subsequent acquisition sourcing. Experience with the installation and test of designed remote control equipment. Experience shall reflect knowledge and familiarity with shipboard combat and weapons systems Test and Evaluation through direct SDTS/TSRCN test event participation and support. Experience with the design and implementation of SDTS remote control functionality for combat and weapon system elements within the following ship class configurations: LHA-6, LCS-1/2, LSD-41, DDG-1000 and CVN-78. Combat/Weapon Systems include but are not limited to the following: Rolling Airframe Missile (RAM), Rearchitected NATO Sea Sparrow Missile System (RNSSMS), Evolved Sea Sparrow Missile (ESSM), SeaRAM, Multi-Function Radar (MFR), Ship Self Defense System (SSDS), PHALANX Close-In Weapon System (CIWS), SPQ-9B radar, SPS-48 radar, SPS-49 radar, Vertical Launching System (VLS), Electronic Warfare System (EWS), Total Ship Computing Environment,. Experience with design and implementation of remote control functionality for TSRCN ancillary and support systems, e.g., Compact Tracking Mount (camera mount) CTM, NDGPS, and monitoring and safety camera systems on board the SDTS. Experience with Information Assurance (IA) policies and requirements applicable to the SDTS/TSRCN including documentation development and configuration data base inputs and maintenance. Experience with IA monitoring, patching and reporting requirements applicable to the TSRCN. Proven ability to communicate effectively with technical personnel and executive management. Requirement to have and maintain clearance level of SECRET.

Senior Computer Engineer

A. Education. Bachelor of Science Degree from an accredited college in an applicable discipline such as Engineering, Computer Science, Information Technology or Mathematics. For equivalency purposes, three years of experience in the areas specified is considered equivalent to one year of formal education/training.

B. Background/Experience. At least ten (10) years of experience in system analysis, setup, programming and/or LAN administration. Perform engineering studies, data reduction and analysis in support of Navy T&E land-based and shipboard systems. Experience in UNIX/LINUX (Red Hat Enterprise 5.X), KDE, KDevelop and Qt, Windows XP, Windows 7, operating systems, software/hardware installation, integration and performance verification. This experience shall include expertise in one of more of the following disciplines: engineering analysis of complex systems including combat system software analysis and software design management, modern techniques of system integration, system sensor control, development expertise in modeling and computer based simulations, analysis

and/or implementation of network interoperability. Knowledge of fiber optic ATM/high bandwidth Ethernet WAN systems and their design, operation and integration into Self Defense Combat Systems for Test and Evaluation purposes is required. Experience with software development IAW Application Security and Development, Security Technical Implementation Guide (STIG), Version 3 Release 4 dated 23 Oct 2011 and current DoN Information Assurance guidelines and policies. Requirement to have and maintain clearance level of SECRET.

5.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

5.1 Scope and 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 documentation called for in service contracts, to be executed by the Contracting Officer or a duly authorized representative. Nothing in this QASP limits the Government’s rights to direct the contractor to correct any nonconformance with the requirements in the PWS.

5.2 This QASP is a Government-developed and -applied document used to establish systematic quality assurance methods to be used in the administration of this performance based service order. 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 order.

5.3 The contractor’s performance on this procurement will be evaluated by the Government as described below. The first evaluation will cover the base period of the procurement with successive evaluations being performed for each option period thereafter, if exercised, until the contractor completes performance under this procurement. For the base period and each subsequent period, if exercised, the Government will evaluate the contractor’s performance. The evaluation will encompass all work performed by the contractor at any time during the period but will not include cumulative information from prior period reports except as pertains to compliance with a “Get Well” Plan as discussed in Paragraph (7.5) below. For each period, the Contractor will complete a self-assessment of the performance provided, to be delivered to the TOM and Contract Specialist no later than 30 days prior to the end of the period of performance. The self-assessment shall cover all areas of the Government QASP. Based on the evaluation results, the Contracting Officer will assign an overall performance rating. If the Contracting Officer assigns an "Unsatisfactory" performance rating for the period evaluated, remedies will be imposed as discussed in Paragraph (7.0) below.

5.4 Acceptable Quality Level (AQL):

- a. Completion of all tasking including reports, and deliverables in accordance established standards and delivery schedule.
- b. Contractor’s cost control efforts are consistently effective, measurable and do not exceed the period cost ceiling.
- c. Contractor is consistently responsive to Government customers in its performance of this task order.

Note: For the purposes of this plan, “consistently” is defined as “generally holding true”, “persistently over time”, and/or “overall uniformly”.

5.5 The Government reserves the right to require, at its discretion, the contractor to correct all quality deficiencies identified in work that does not meet Acceptable Quality Level (AQL) standards or to re-perform any work identified as not meeting AQL when such failures to meet AQL are identified at any point in the period prior to the performance of the evaluation. Paragraph (6.2) describes this process.

5.6 Surveillance Responsibilities. The TOM is responsible for monitoring identified performance indicators, verifying stated quality standards were achieved by the contractor, and documenting all results. The TOM may, at the discretion of the Government, utilize the services of technical team leaders, subject matter experts, and other Government personnel in carrying out this surveillance.

5.7 Performance Indicators. The four general performance indicators (PIs) for this requirement are as follows:

5.7a Services are provided as specified in the PWS.

5.7b Deliverable products are provided as specified in the PWS.

5.7c Data deliverables are provided as specified in the PWS.

5.7d Costs are accurately tracked and reported as required by this procurement and managed to remain within contracted values.

5.8 Performance Requirements Summary Table. For the purposes of this table, “services” shall refer to those services specified in the PWS; “NLT” stands for “Not Less Than”; “NMT” stands for “Not More Than”; “IAW” stands for “In Accordance With”; and “tasking guidance” refers to applicable sections of the PWS which specify services, deliverables, costs, and other task requirements and guidance. Specified quality levels must be met unless otherwise properly justified by events or developments beyond the control of the contractor. Performance Requirements Summary Table below, are contained here for each Performance Indicator (PI). It is possible that not all elements in each PI can be rated, in which case ratings definitions shall be applied only to those PIs that are applicable.

| PERFORMANCE INDICATOR | RATING | RATING DEFINITION |
|-----------------------|----------------|---|
| Services | Excellent | Contractor performance meets AQL for all rated elements and exceeds at least half with substantial benefit to the Government and at no additional cost to the Government. There are no inaccuracies or defects that adversely affect safety and the protection of classified material. Contractor uses the latest technology and/or innovative ideas and processes. |
| | Satisfactory | Contractor performance meets or exceeds AQL for all rated elements with little or no additional benefit to the Government and at no additional cost to the Government. There are no inaccuracies or defects that adversely affect safety, the protection of classified material, and technology export control. |
| | Unsatisfactory | Contractor performance is characterized by at least one of the following: (i) performance repeatedly does not meet AQL, requiring substantial oversight and intervention by the Government to resolve problems and restore acceptable attainment of services and minimize adverse mission impacts; (ii) performance results in the compromise of classified information or unauthorized transfer of technology export control items; (iii) performance results in serious personnel injury or substantial damage to Government equipment. |
| Deliverable Products | Excellent | (Same as for “Services”) |
| | Satisfactory | (Same as for “Services”) |
| | Unsatisfactory | (Same as for “Services”) |

| | | |
|-------------------|----------------|---|
| Data Deliverables | Excellent | (Same as for “Services”) |
| | Satisfactory | (Same as for “Services”) |
| | Unsatisfactory | (Same as for “Services”) |
| Costs | Excellent | Contractor cost performance meets AQL for all rated elements and exceeds at least half with substantial benefit to the Government and without adversely affecting safety and the protection of classified material and technology export control. |
| | Satisfactory | Contractor cost performance meets or exceeds AQL for all rated elements with little or no additional benefit to the Government and without adversely affecting safety and the protection of classified material and technology export control. |
| | Unsatisfactory | Contractor performance is characterized by at least one of the following: (i) cost performance repeatedly does not meet AQL, requiring substantial oversight and intervention by the Government to resolve problems and restore acceptable expenditure rates and minimize adverse mission impacts; (ii) cost performance consumes the planned ceiling for the base period or option period more than three calendar weeks prior to the contracted end of the period; (iii) cost performance results in the reduction in or delay of contracted services to the detriment of the Government. |

6.0 PERFORMANCE NOTIFICATION, OVERALL RATINGS AND REMEDIES

6.1 Notifications. Performance ratings reflecting failures to meet AQL will not be assigned unless the Government has notified the contractor of the quality problem, except for services, products, data deliverables and other contracted actions occurring at the end of a rating period (base period or option period, if exercised) thereby allowing no practical time for such notification before determination of a rating.

6.2 The Government will notify the contractor, verbally or in writing, whenever performance fails to meet the Acceptable Quality Level (AQL); if the failure to meet the AQL is of a severity to warrant a possible Unsatisfactory rating, the Government will notify the contractor of that possibility in writing. The contractor shall take appropriate steps to bring performance back to AQL standards, if time permits before the end of the rating period.

6.3 If the contractor disagrees with the Government notification that AQL was not met, the contractor shall respond in writing within 5 working days stating why the contractor believes AQL was met or what mitigating circumstance(s) the contractor believes warrant relief from the AQL standard. If the Government disagrees with the contractor’s reply, the final determination of whether the AQL was met will be made by the contracting officer.

6.4 Overall Performance Ratings. At the conclusion of the base period and each option period, if exercised, the Government will evaluate the performance of the contractor with respect to the following performance indicators (PIs) detailed in the Performance Indicator Table above:

6.4a PI 1: Services

6.4b PI 2: Deliverable Products

6.4c PI 3: Data Deliverables

6.4d PI 4: Cost

6.5 Only those PIs applicable to the requirement will be evaluated, which at a minimum will be PIs 1 and 4. PIs 2 and 3 will be evaluated only as they apply to the content of the PWS.

7.0 OVERALL RATINGS AND REMEDIES

7.1 Overall Rating Determination will be based on the individual PI ratings as defined in Performance Indicator Table above meeting the highest of the following rating criteria:

| RATING | DEFINITION |
|----------------|--|
| Excellent | Performance is rated as Excellent for PIs 1 and 4 with PIs 2 and 3 (if evaluated) rated not less than “Very Good”. |
| Satisfactory | Performance rated as satisfactory or higher for all PIs. |
| Unsatisfactory | Performance is unsatisfactory for any rated PI. |

7.2 Remedies (Prior to Overall Rating). Upon notification to the contractor that performance fails to meet AQL, the Government may at its discretion require the contractor, at no additional charge to the Government, to (a) correct the quality deficiencies identified, (b) re-perform the work at no additional cost to the Government, or (c) if mission requirements precludes both (a) and (b), to return the Government all fee associated with the work not meeting AQL.

7.3 Remedies (Upon Overall Rating). Upon assignment of overall ratings for the period of performance, the Government will, at its discretion, exercise such remedies as it may deem appropriate from those shown in paragraphs (7.4) and (7.5) below, in addition to such remedies as may have been imposed through paragraph (6.2) above, for work failing to meet AQL.

7.4 All quality deficiencies not corrected via paragraph (7.2) and (7.3) above will be noted in the Contractor Performance Assessment Reporting System (CPARS). All instances requiring fee return per paragraph (7.1) above will similarly be noted in CPARS.

7.5 If an option period is exercised at the expiration of the period being rated, the contractor shall within 15 calendar days of option exercise provide the Government with a written quality improvement “Get Well” plan outlining the actions the contractor will take during the option period to correct the quality defects noted by the Government for the previous period and prevent their reoccurrence in the option period and beyond, if additional option periods are possible under the terms of the procurement. Successful execution of the “Get Well” plan will be subject for CPARS reporting for that option period.

8.0 IT-II – LIMITED PRIVILEGE, SENSITIVE INFORMATION ACCESS

In accordance with SECNAV M-5510.30, the Navy Personnel Security Program Manual, Chapter 6, Section 6-6, Paragraph 2b and 2c, as well as Homeland Security Presidential Directive 12 (HSPD-12) and United States Office of Personnel Management Memorandum, Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 dated 31 July 2008, the contractor shall ensure that all individuals performing work on behalf of the government have a current, favorably adjudicated Background Investigation (BI) of the appropriate level. Individuals that require IT-I level access to sensitive DoD and DoN IT systems require a favorable adjudication of a Position of Trust Single Scope Background Investigation (PT/SSBI) and individuals that require IT-II level access require a favorable adjudication of a Position of Trust National Agency Check with Inquiries (PT/NACLC). Requests for position of trust background investigations must be submitted to OPM by the NSWC PHD Security Office. Point of contact is the Personnel Security Specialist, (805) 228-7196.

The contractor shall provide a monthly personnel roster of individuals performing work on behalf of the

government. The reporting period shall be within 30 calendar days after effective date of order. Subsequent reports shall be submitted monthly thereafter, not later than the 10th day of the reporting month.

9.0 Acronyms:

ATM – Asynchronous Transfer Mode

CIWS – Close-In Weapon System

COTS – Commercial off The Shelf

CS – Combat Systems

DDX – Also DD(X); future Navy multi-mission ship class

DEW – Directed Energy Weapons

DIACAP – DoD Information Assurance C&A Process

ESSM – Evolved Sea Sparrow Missile

ExComm – External Communications

GFE – Government Furnished Equipment

GFI – Government Furnished Information

GFM – Government Furnished Material

GigE – Gigabit Ethernet

GUI – Graphical User Interface

HM&E – Hull, Mechanical & Electrical

IA – Information Assurance

JHU – Johns Hopkins University

KDE – “K” Desktop Environment

KG-75 – FASTLANE TM ATM Encryptor

KG-175 – TACLANE TM ATM Encryptor

LAN – Local Area Network

LBTS – Land Based Test Site

MCP – Mission Coordination Panels

MDA – Missile Defense Agency

MFR – Multi Function Radar

MOA – Memorandum of Agreement

MOU – Memorandum of Understanding

MRR – Mission Readiness Review

NATO – North Atlantic Treaty Organization

NAVSEA – Naval Sea Systems Command

NAWC – Naval Air Warfare Center

NDGPS – NEMESIS Differential Global Positioning System

OTRR – Operational Test Readiness Review

PBX – Private Branch Exchange

PIP – Participant Information Package

POA&M – Plan Of Action & Milestones

RAM – Rolling Airframe Missile

RCF – Remote Control Facility

RCIU – Remote Control Interface Unit

RCS – Remote Control Site

SDTS – Self Defense Test Ship

SEARAM – Sea RAM

SEASPARROW – Medium range, semi-active surface to air missile

SNI – San Nicolas Island Navy Outlying Field

SSDS – Ship Self Defense System

STIG – Security Technical Implementation Guide

SWEF – Surface Warfare Engineering Facility

T&E – Test and Evaluation

T-1 – Digital Transmission link/bandwidth with a 1.544 Mbps capacity

TRRs – Test Readiness Reviews

TSRCN – Test Ship Remote Control Network

TSRCS – Test Ship Remote Control System

VME - Versa Module Europa

VSAT – Very Small Aperture Terminal (Sat Phone)

WAN – Wide Area Network

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

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government or by others during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government or to the contractor on behalf of the Government on a confidential basis by other persons. Further, the prohibition against release of this 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.

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

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

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

component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

(m) 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.

(n) 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.

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

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

Section D - Packaging and Marking

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 practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

(End of Text)

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 add
- (2) contract num
- (3) c
- (4) whether the contract was competitively or non-c

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

(End of Text)

Inspection and acceptance for CLINs 7150, 7350, 7550, 7750, and 7950 shall be in accordance with the DD Form 1423s (CDRLs) referred to in Section J.

PERFORMANCE BASED CONTRACT REVIEW CRITERIA AND ACCEPTANCE PROCEDURE:

This is a performance based Task Order, as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the attached Quality Assurance Plan (QASP):

See Section C

The QASP defines that this review and acceptance will become 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>

(End of Text)

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

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

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

Item(s) 7000-7950 Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

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

52.247-29 FOB ORIGIN (FEB 2006)

CLAUSES INCORPORATED IN FULL TEXT

CLIN - DELIVERIES OR PERFORMANCE

Delivery for CLINS 7150, 7350, 7550, 7750, and 7950 shall be in accordance with the DD Form 1423s (CDRLs) referred to in Section J.

Services to be performed hereunder will be performed at Port Hueneme Division, Naval Surface Warfare Center (PHD NSWC), Port Hueneme, CA and detachments. Additional travel sites Washington DC, San Diego, CA, a Corona, CA are representative of the major locations at which the work of this procurement may be carried out. T is not an exclusive list.

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

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

(End of Text)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CON
REGISTRATION (OCT 2003)

252.204-7006 BILLING INSTRUCTIONS (OCT 20

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AN

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(End of Text)

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S
REPRESENTATIVE:

COMMANDER

NAVAL SURFACE WARFARE CENTER
4363 MISSILE WAY

PORT HUENEME, CA 93043-4367
TEL: 805-228-819

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE
REPRESENTATIVE:

NAVSEA NSWC PHD Virginia Beach Det
488 Sparrow Street Bldg 522
Virginia Beach VA 23461

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

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

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

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

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

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and

receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

(1) Have a designated electronic business point of contact in the 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 (Cost Reimbursable, T&M , LH, or FPI)

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

N/A

(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*

Field Name in WAWF

Pay Official DoDAAC

Issue By DoDAAC

Admin DoDAAC

Inspect By DoDAAC

Ship To Code Source

Ship From Code N63394

Mark For Code N63394

| | |
|---------------------------|--------------|
| Service Approver (DoDAAC) | N63394 |
| Service Acceptor (DoDAAC) | N63394 |
| Accept at Other DoDAAC | N63394 |
| LPO DoDAAC | N/A |
| DCAA Auditor DoDAAC | HAA724 |
| Other DoDAAC(s) | Desitination |

(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 email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

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

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

(End of clause)

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 low 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.

TYPE OF ORDER

This task order is a Cost-Plus-Incentive-Fee (CPIF) type, a Cost-Plus-Fixed-Fee (CPFF) type for surge labor CLINs, and cost only for Other Direct Costs (ODCs). The contractor shall devote the specified level of effort for time period(s) stated in Section B and H, as applicable.

~~252.204-0002 Line Item Specific: Sequential ACRN Order (SEP 200~~

~~The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.~~

~~252.204-0003 LINE ITEM SPECIFIC: CONTRACTING OFFICER SPECIFIED~~

~~In accordance with NAVSEA guidance for “Other” payment instructions, the clause text for 252.204-0003 is hereby replaced with the existing contract payment instructions as shown below. The payment office shall make payment in accordance with the instructions below.~~

~~In accordance with (DFARS) PGI 204.701 “Other” (d)(12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS, the following payment instructions apply to this contract:~~

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

~~b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting reference numbers (ACRNs) and SubCLIN (SLIN) numbers shown on each individual invoice, including attached data.~~

252.204-0012 OTHER. PGI 204.7108(d)(12) Payment instructions.

INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS, the following payment instructions apply to this contract:

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

b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting reference numbers (ACRNs) and SubCLIN (SLIN) numbers shown on each individual invoice, including attached data.

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Section H - Special Contract Requirements

1.0 Special Requirements: See Attachment

5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

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

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) It is understood and agreed that the rate of manhours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract.

The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

(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.

(End of Text)

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. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth. 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

(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.

(End of Text)

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable

him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(End of Text)

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

52.204-2 SECURITY REQUIREMENTS (AUGUST 1996)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

52.216-7 ALLOWABLE COST AND PAYMENT (JUL 2013)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

52.219-28 POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS

52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2011)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

52.222-17 NON-DISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)

52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)

52.232-20 LIMITATION OF COST (APR 1984)

52.232-22 LIMITATION OF FUNDS (APR 1984)

52.232-25 PROMPT PAYMENT (JUL 2013)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

52.243-7 NOTIFICATION OF CHANGES

52.244-2 SUBCONTRACTS. (OCT 2010)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

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

252.216-7009 ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH WHISTLEBLOWER PROCEEDING (SEP 2013)

252.227-7015 TECHNICAL DATA-COMMERCIAL ITEMS (FEB 2014)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

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.*

(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 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 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 the Patent and Copyright Infringement clause;
- (iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer 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 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.

(End of Clause)

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

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

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years

(End of Text)

252-217-7001 SURGE OPTION (AUG 1992

(a) General. The Government has the option to—

(1) Increase the quantity of supplies or services called for under this contract and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

(b) Schedule.

(1) When the Production Surge Plan (DI-MGMT-80969) is included in the contract, the option delivery schedule shall be the production rate provided with the Plan. If the Plan was negotiated before contract award, then the negotiated schedule shall be used.

(2) If there is no Production Surge Plan in the contract, the Contractor shall, within 30 days from the date of award, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure.

(3) The Contractor shall not revise the option delivery schedule without approval from the Contracting Officer.

(c) Exercise of option.

(1) The Contracting Officer may exercise this option at any time before acceptance by the Government of the final scheduled delivery.

(2) The Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be added or accelerated under the terms of this clause, followed by a contract modification incorporating the transmitted information and instructions. The notice and modification will establish a not-to-exceed price equal to the highest contract unit price or cost of the added or accelerated items as of the date of the notice.

(3) The Contractor will not be required to deliver at a rate greater than the maximum sustainable delivery rate under paragraph (b)(2) of this clause, nor will the exercise of this option extend delivery more than 24 months beyond the scheduled final delivery.

(d) Price negotiation.

(1) Unless the option cost or price was previously agreed upon, the Contractor shall, within 30 days from the date of option exercise, submit to the Contracting Officer a cost or price proposal (including a cost breakdown) for the added or accelerated items.

(2) Failure to agree on a cost or price in negotiations resulting from the exercise of this option shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

(End of Text)

All of the Basic Seaport MAC Data Rights clauses apply as if fully set forth herein and are in full force and effect, as appropriate, with respect to any and all data deliverables specified in Section C the PWS.

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (JUN 2013)

(a) Definitions. As used in this clause

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

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that a computer can perform a specific operation or series of operations.

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

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

(5) "Covered Government support contractor" means a contractor under a contract, the prime contractor, that furnishes 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 same program or effort; is not a 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 the contract under 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, sequence, and timing 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, component, or process has 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 at private expense, including indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price, 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 at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with 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 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.

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 right

(i) Use, modify, reproduce, release, perform, display, or disclose technical restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons who have 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

(A)

(1) A covered Government support contract is used 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, or the release or disclosure of such data by the foreign government is in the interest of the Government and is required for evaluation or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further use of the technical data; and

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

(15) “Technical data” means recorded information, regardless of the form or method of the recording, having a 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, 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

(i) Data pertaining to an item, component, or process which has been developed wholly or in part with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, the development of which was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of research, development, manufacture, construction, or production of items, components, or processes;

(v) Necessary for installation, operation, maintenance, or training purposes (including the reproduction of process data);

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

(vii) Otherwise publicly available or have been released or disclosed by the Government.

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 of negotiations; or

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

(A) Government purpose license rights or limited rights

(B) Government purpose rights and the Contractor's exclusive rights have expired.

(2) Go

(i) The Government shall have government purpose rights for a five-year period in technical data—

(A) That pertain to items, components, or processes developed by the Contractor, in which 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 the contract, in 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 begin on the date 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

(A) Prior to release or disclosure, the intended recipient is a contractor of the Department of Defense, as defined in the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving a 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 other than the Government, to use, modify, reproduce, release, perform, display, or disclose 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.

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

(A) Pertaining to items, components, or processes developed by the Contractor, in which the Government has limited rights in such data as provided in the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in 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/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide 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)

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

(B) The Cont

(C) The Contractor (or the party asserting restrictions as ident 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 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 Governme 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 p under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) T

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

(6) Release from liability. The Contractor agrees to release the Government from liability for a 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

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contract 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 d

(1) This paragraph does not apply to restrictions b

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asser 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 af 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 Gov 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**** |
|---|-----------------------|-----------------------------|---|
| (LIST) | (LIST) | (LIST) | (LIST) |

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

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

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

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

Date _____
 Printed Name and Title _____
 Signature _____

(End of identification and assertion)

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No. _____
 Contractor Name _____
 Contractor Address _____
 Expiration Date _____

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

- (i) Data in which the Government's rights stem from a specifically negotiated

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 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 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 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 authorized by the terms of this clause; and

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

(h) Removal of unjustified and nonconforming

(1) Unjustified technical data markings. The rights and obligations of the parties regarding 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 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 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

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

- (i) The Government has acquired, by any means, the

(ii) The data are availab

(2) The limitation in paragra

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs i
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
the technical data will be delivered.

(k) Applicability to subcontractors or

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 1
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
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 normall
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 awa
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 su
data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013)

(a) Definitions. As used in t

(1) “Commercial computer software” means software developed or regularly used for no
which—

(i) Has been s

(ii) Has been offered fo

(iii) Has not been offered, sold, leased, or licensed to the public but will be ava
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 c
modification to meet the requirements of this contract.

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

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

(4) “Computer software” means computer programs, source code, source code listings, ob

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, 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 prime contractor, that furnishes 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 same program or effort; and is not a 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 the contract under the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) “

(i) A computer program has been successfully operated in a computer system that demonstrates 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 and demonstrated 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 in sufficient detail to comply with requirements under that contract.

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

(i) Private expense determinations should be

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price, 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 at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with 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 to an agreement 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 right 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 right

(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 to 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 nong 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 paragraph (a)(1) of this clause.

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

(i) Use a computer program with one computer at one time. The program 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 fu 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 f modification purposes;

(iv) Modify computer software p

(A) Use the modified software only as provided

(B) Not release or disclose the modified software except as pr clause;

(v) Permit contractors or subcontractors performing service contracts (s 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 gr particular contractors or subcontractors was made;

(B) Such contractors or subcontractors ar^{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 decomp 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

(vi) Permit contractors or subcontractors performing emergency repairs or overh 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^{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 decomp 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 p

(vii) Permit covered Government support contractors in the performance of 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 contractor to 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

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose 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

(i) Computer software developed

(ii) Computer software documentation required

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

(iv) Computer software or computer software documentation that is otherwise published 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 by the Government under a Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government under a Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in computer software documentation, or other rights in computer software or computer software documentation, and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive rights in computer software or computer software documentation for noncommercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall not release or disclose computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years after the date of the contract 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 the Contractor has a proprietary interest to any other person unless—

(A) Prior to release or disclosure, the intended recipient is

DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access 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.

(i) The Government shall have restricted rights in noncommercial computer software 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 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 to the Government.

(iii)

(A) Restricted rights computer software is authorized to be retransmitted by the Contractor to its subcontractors;

(B) The Contractor shall

(C) The Contractor (or the party asserting restrictions, as identified in the contract) shall 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 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

(i) The standard license rights granted to the Government under paragraphs (a)(14) and (a)(15) 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 a

(5) Prior government rights. Computer software or computer software documentation that will be 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 Contractor

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

(6) Release from liability. The Contractor agrees to release the Government from liability for a claim for damages or other relief arising from the use, modification, reproduction, release, performance, display, 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 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 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

(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 b

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor furnishes 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 as 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 should 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**** |
|--|--------------------------|--------------------------------|---|
| (LIST) | (LIST) | (LIST) | (LIST) |

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

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

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

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

Date _____
 Printed Name and Title _____
 Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient 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 restriction 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 legend 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 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 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 computer software or documentation 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 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

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

(i) Computer software or computer software documentation in which the specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

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

(End of legend)

(ii) For purposes of this clause, special licenses do not include government 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 the 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 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 authorized by the terms of this clause; and

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

(h) Removal of unjustified and nonconforming

(1) Unjustified computer software or computer software documentation markings. The rights 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 restrictive 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 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 docu

(1) The Contractor shall not charge to this contract any cost, including but not limited to license 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 i

(ii) The software or documentation are availa

(2) The limitation in paragra

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs i 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 the software or documentation will be delivered.

(k) Applicability to subcontractors or

(1) Whenever any noncommercial computer software or computer software documentation 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 tie 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 awa 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 prote 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 subcontr computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this sol

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Dat clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommme and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including compute documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Smal Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclosure of the following technical data or computer software should be restricted:

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

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____
 Printed Name and Title _____
 Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be included as an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

Section J - List of Attachments

Wage Determination

Non Disclosure

DD254

DIDS CDRLS

Special_Requirements

Award Term Plan

| Attachment Number | File Name | Description |
|-------------------|-------------------------------------|--------------------------|
| | AWARD_TERM_PLAN_3106.pdf | Award Term Plan |
| | RCTS_DD254.pdf | DD254 |
| | DIDs_Award.pdf | DIDs |
| | Attachment_4_Wage_Determination.pdf | Wage Determination |
| | CDRLS.pdf | CDRLS |
| | Special_Requirement.pdf | Special_Requirements |
| | NON-DISCLOSURE_STATEMENT-Award.doc | Non-Disclosure Statement |
| | | |