

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
33

3. EFFECTIVE DATE  
28-Sep-2018

4. REQUISITION/PURCHASE REQ. NO.  
1300680318

5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N63394

7. ADMINISTERED BY (If other than Item 6)

CODE

S0512A

NSWC, PORT HUENEME DIVISION  
4363 Missile Way, BLDG 1217  
Port Hueneme CA 93043-4307

DCMA LOS ANGELES  
6230 Van Nuys Boulevard  
Van Nuys CA 91401

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Quality Innovative Solutions, Inc. dba QI-Solutions, QISI  
1741 Ives Ave, Suite B  
Oxnard CA 93033-1866

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-8026-L603

10B. DATED (SEE ITEM 13)

02-Dec-2015

CAGE CODE 3YWE7

FACILITY CODE

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

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3)

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Joshua Tuxhorn, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

27-Sep-2018

BY

28-Sep-2018

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA

FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification is to:

1) Provide incremental funding;

2)

3)

4)

All other terms and conditions remain unchanged.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	BASE YEAR: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (Fund Type - TBD)					
700001	R425	MOD					
700002	R425	MOD					
700003	R425	MOD					
700004	R425	MOD					
700005	R425	MOD					
700006	R425	MOD					
7001	R425	BASE YEAR: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.1) (Fund Type - TBD)					
700101	R425	FUNDING 1300539477-00001 - LABOR 7001, PARA 3.1 (Fund Type - OTHER)					
700102	R425	FUNDING 1300559152-00001 - LABOR 7001, PARA 3.1 (Fund Type - OTHER)					
700103	R425	FUNDING 1300599845-00001 - LABOR 7001, PARA 3.1 (Fund Type - OTHER)					
700104	R425	FUNDING 1300612275-00001 - LABOR 7001, PARA 3.1 (Fund Type - OTHER)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7002	R425	BASE YEAR: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.2) (Fund Type - TBD)					
700201	R425	FUNDING 1300538052-00001 - LABOR 7002, PARA 3.2 (RDT&E)					
700202	R425	FUNDING 1300541581-00001 - LABOR 7002, PARA 3.2 (RDT&E)					
700203	R425	FUNDING 1300557250-00003 - LABOR 7002, PARA 3.2 (RDT&E)					
700204	R425	FUNDING 1300581072-00001 - LABOR 7002, PARA 3.2 (RDT&E)					
700205	R425	MOD					
7003	R425	BASE YEAR: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.3) (Fund Type - TBD)					
700301	R425	FUNDING 1300539478-00001 - LABOR 7003, PARA 3.3 (Fund Type - OTHER)					
700302	R425	FUNDING 1300559156-00001 - LABOR 7003, PARA 3.3 (Fund Type - OTHER)					
700303	R425	FUNDING 1300612342-00001 - LABOR 7003, PARA 3.3 (Fund Type - OTHER)					
7004	R425	BASE YEAR: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.4) (Fund Type - OTHER)					
700401	R425	FUNDING 1300539479-00001 - LABOR 7004, PARA 3.4 (Fund Type - OTHER)					
700402	R425	FUNDING 1300559158-00001 - LABOR 7004, PARA 3.4 (Fund Type - OTHER)					
700403	R425	FUNDING 1300612343-00001 - LABOR 7004, PARA 3.4 (Fund Type - OTHER)					
7005	R425	BASE YEAR: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.5) (Fund Type - TBD)					
700501	R425	FUNDING 1300539480-00001 - LABOR 7005, PARA 3.5 (Fund Type - OTHER)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700502	R425	MOD					
7006	R425	BASE YEAR: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.6) (Fund Type - TBD)					
700601	R425	MOD 10					
7007	R425	BASE YEAR: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.7) (Fund Type - TBD)					
700701	R425	MOD					
7008	R425	BASE YEAR: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.8) (Fund Type - TBD)					
700801	R425	FUNDING 1300538054-00001 - LABOR 7008, PARA 3.8 (RDT&E)					
700802	R425	FUNDING 1300559620-00001 - LABOR 7008, PARA 3.8 (Fund Type - OTHER)					
700803	R425	MOD					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7009		Data requirements for CDRLS 7001-7008					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	RE-ALIGNED UNDER CLINs 7101-7108 OPTION YEAR 1: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (Fund Type - TBD)  Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	R425	OPTION YEAR 1: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.1) (Fund Type - TBD)					
710101	R425	FUNDING 1300612061-00001 - LABOR 7101, PARA 3.1 (Fund Type - OTHER)					
710102	R425	FUNDING 1300642842-00001 - LABOR 7101, PARA 3.1 (WCF)					
7102	R425	OPTION YEAR 1: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.2) (Fund Type - TBD)					
710201	R425	FUNDING 1300611001-00001 - LABOR 7102, PARA 3.2 (Fund Type - OTHER)					
710202	R425	FUNDING 1300620856-00001 - LABOR 7102, PARA 3.2 (O&MN,N)					
710203	R425	FUNDING 1300622714-00001 - LABOR 7102, PARA 3.2 (Fund Type - OTHER)					
710204	R425	FUNDING 1300632753-00001 - LABOR 7102, PARA 3.2 (RDT&E)					
710205	R425	FUNDING 1300652117-00001 - LABOR 7102, PARA 3.2 (RDT&E)					
710206	R425	FUNDING 1300657157-00001 - LABOR 7102, PARA 3. (RDT&E)					
710207	R425	FUNDING 1300668326-00001 - LABOR 7102, PARA 3.2 (RDT&E)					
710208	R425	FUNDING 1300670658-00001 - 10 USC 2410(a) AUTH INVOKED- LABOR 7102, PARA 3.2 (O&MN,N)					
710209	R425	FUNDING 1300672073-00001 - 10 USC 2410(a) AUTH INVOKED- LABOR 7102, PARA 3.2 (O&MN,N)					
7103	R425	OPTION YEAR 1: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.3) (Fund Type - TBD)					
710301	R425	FUNDING 1300611191-00001 - LABOR 7103, PARA 3.3 (Fund Type - OTHER)					
710302	R425	FUNDING 1300667022-00001 - LABOR 7103, PARA 3.3 (Fund Type - OTHER)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710303	R425	FUNDING 1300672063-00001 - LABOR 7103, PARA 3.3 (WCF)					
7104	R425	OPTION YEAR 1: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.4) (Fund Type - TBD)					
710401	R425	FUNDING 1300611192-00001 - LABOR 7104, PARA 3.4 (Fund Type - OTHER)					
710402	R425	FUNDING 1300636701-00001 - LABOR 7104, PARA 3.4 (Fund Type - OTHER)					
710403	R425	FUNDING 1300667026-00001 - LABOR 7104, PARA 3.4 (WCF)					
710404	R425	FUNDING 1300667023-00001 - LABOR 7104, PARA 3.4 (WCF)					
7105	R425	OPTION YEAR 1: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.5) (Fund Type - TBD)					
710501	R425	FUNDING 1300611193-00001 - LABOR 7105, PARA 3.5 (Fund Type - OTHER)					
7106	R425	OPTION YEAR 1: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.6) (Fund Type - TBD)					
7107	R425	OPTION YEAR 1: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.7) (Fund Type - TBD)					
710701	R425	FUNDING 1300612062-00001 - LABOR 7107, PARA 3.7 (Fund Type - OTHER)					
710702	R425	FUNDING 1300666851-00001 - LABOR 7107, PARA 3.7 (WCF)					
7108	R425	OPTION YEAR 1: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.8) (Fund Type - TBD)					
710801	R425	FUNDING 1300610747-00001 - LABOR 7108, PARA 3.8 (Fund Type - OTHER)					
710802	R425	FUNDING 1300615004-00001 - LABOR 7108, PARA 3.8 (RDT&E)					
710803	R425	FUNDING 1300623784-00001 - 10 USC 2410(a) AUTH INVOKED LABOR 7108, PARA 3.8 (Fund Type - OTHER)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710804	R425	FUNDING 1300629915-00001 - LABOR 7108, PARA 3.8 (RDT&E)					
710805	R425	FUNDING 1300637265-00001- LABOR 7108, PARA 3.8 (RDT&E)					
710806	R425	FUNDING 1300666710-00001 - LABOR 7108, PARA 3.8 (RDT&E)					
710807	R425	FUNDING 1300666853-00001 - LABOR 7108, PARA 3.8 (RDT&E)					
710808	R425	FUNDING 1300672048-00001 - 10 USC 2410(a) AUTH INVOKED- LABOR 7108, PARA 3.8 (O&MN,N)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7109		Data requirements for CDRLS 7101-7108					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	RE-ALIGNED UNDER CLINs 7201-7208 OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (Fund Type - TBD)  Option					
7201	R425	OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.1) (Fund Type - TBD)					
720101	R425	FUNDING 1300680823-00001 - LABOR 7201 (WCF)					
720102	R425	Funding Document 1300718369-00001 (WCF)					
7202	R425	OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.2) SPONSOR: NAVSEA 05H (BLM AND SGE) (Fund Type - TBD)					
720201	R425	Funding Document 1300683642-00002, for SGE C5IMP support. (RDT&E)					
720202	R425	Funding Document 1300719668 (RDT&E)					
720203	R425	Funding Document - 1300731781 - 00001 (RDT&E)					



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720204	R425	Funding Document - 1300732463 - 00001 (O&MN,N)					
7203	R425	OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.3) (Fund Type - TBD)					
720301	R425	FUNDING 1300680824-00001 - LABOR 7203 (WCF)					
7204	R425	OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.4) SPONSOR: OVERHEAD (Fund Type - TBD)					
720401	R425	FUNDING 1300680318 Line items 1 and 3 LABOR 7204 (WCF)					
720402	R425	Funding Document 1300718367-00001 (WCF)					
7205	R425	OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.5) (Fund Type - TBD)					
720501	R425	FUNDING 1300680239-00001 - LABOR 7205 (WCF)					
7206	R425	OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.8) (Fund Type - TBD)					
7207	R425	OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.7) SPONSOR: OVERHEAD (Fund Type - TBD)					
720701	R425	Funding Document 1300680975, for NISE projects. (WCF)					
720702	R425	Funding Document 1300713659-00001 (WCF)					
720703	R425	Funding Document 1300746904-00001 (WCF)					
7208	R425	OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.8) SPONSOR: NAVSEA 05H (SGI C&L) (Fund Type - TBD)					
720801	R425	FUNDING 1300680191-00001 - LABOR 7208 (RDT&E)					
720802	R425	FUNDING 1300688483-00001 - LABOR 7208 (RDT&E)					
720803	R425	PR 1300695601 (RDT&E)					
720804	R425	PR 1300703670 (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720805	R425	PR # 1300702882 (RDT&E)					
720806	R425	Funding Document - 1300719669-0001 (RDT&E)					
720807	R425	Funding Document 1300717727-00001 (RDT&E)					
720808	R425	Funding Document - 1300702882 - 00002 (RDT&E)					
7209	R425	OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.2) SPONSOR: NAVIFOR (SFIO/PE FDNF) (Fund Type - TBD)					
720901	R425	Funding Document - 1300688691 - Labor 7209 (O&MN,N)					
7210	R425	OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.4) SPONSOR: WCF (Fund Type - TBD)					
721001	R425	FUNDING 1300682141-00001 - LABOR 7210 (WCF)					
721002	R425	Funding Document - 1300727966 (WCF)					
7211	R425	OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.7) SPONSOR: NISE PROJECT 219 (Fund Type - TBD)					
721101	R425	FUNDING 1300680320-00001 - LABOR 7211 (WCF)					
721102	R425	Funding Document - 1300704160 - 00001 (WCF)					
7212	R425	OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.8) SPONSOR: NAVSEA 05H (CYBERSECURITY ENGINEERING) (Fund Type - TBD)					
7213	R425	OPTION YEAR 2: OFFICE OF ENGINEERING AND TECHNOLOGY ENGINEERING SERVICES (PARA 3.8) SPONSOR: PEO IWS 1.0 (MTMD C&L) (Fund Type - TBD)					
721301	R425	PR 1300695154 (RDT&E)					
721302	R425	Funding Document - 1300714263-00001 (RDT&E)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7214		Data requirements for CDRLS 7201-7213					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	R425	ODC in support of CLIN 7000 (Fund Type - TBD)					
900001	R425	MOD					
900002	R425	MOD					
900003	R425	MOD					
900004	R425	MOD					
900005	R425	MOD					
900006	R425	MOD					
9001	R425	ODC in support of CLIN 7001 (PARA 3.1) (Fund Type - TBD)					
900101	R425	FUNDING 1300539477-00002 - ODC 9001, PARA 3.1 (Fund Type - OTHER)					
900102	R425	FUNDING 1300559152-00002 - ODC 9001, PARA 3.1 (Fund Type - OTHER)					
9002	R425	ODC in support of CLIN 7002 (PARA 3.2) (Fund Type - TBD)					
900201	R425	FUNDING 1300538052-00002 - ODC 9002, PARA 3.2 (RDT&E)					
9003	R425	ODC in support of CLIN 7003 (PARA 3.3) (Fund Type - TBD)					
900301	R425	FUNDING 1300539478-00002 - ODC 9003, PARA 3.3 (Fund Type - OTHER)					
9004	R425	ODC in support of CLIN 7004 (PARA 3.4) (Fund Type - TBD)					
900401	R425	FUNDING 1300539479-00002 - ODC 9004, PARA 3.4 (Fund Type - OTHER)					
9005	R425	ODC in support of CLIN 7005 (PARA 3.5) (Fund Type - TBD)					
900501	R425	FUNDING 1300539480-00002 - ODC 9005, PARA 3.5 (Fund Type - OTHER)					
9006	R425	ODC in support of CLIN 7006 (PARA 3.6) (Fund Type - TBD)					
900601	R425	MOD 10 -					
9007	R425	ODC in support of CLIN 7007 (PARA 3.7) (Fund Type - TBD)					
900701	R425	FUNDING 1300539642-00002 - ODC 9007, PARA 3.7 (Fund Type - OTHER)					
9008	R425	ODC in support of CLIN 7008 (PARA 3.8) (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
900801	R425	FUNDING 1300538054-00002 - ODC 9008, PARA 3.8 (RDT&E)				
900802	R425	FUNDING 1300559620-00002 - ODC 9008, PARA 3.8 (Fund Type - OTHER)				
900803	R425	FUNDING 1300606644-00001 - ODC 9008, PARA 3.8 (Fund Type - OTHER)				
9100	R425	RE-ALIGNED UNDER CLINs 9101-9108 ODC in support of CLIN 7100 (Fund Type - TBD) Option				
9101	R425	ODC in support of CLIN 7101 (PARA 3.1) (Fund Type - TBD)				
910101	R425	FUNDING 1300612061-00002 - ODC 9101, PARA 3.1 (Fund Type - OTHER)				
910102	R425	FUNDING 1300646012-00001 - ODC 9101, PARA 3.1 (WCF)				
9102	R425	ODC in support of CLIN 7102 (PARA 3.2) (Fund Type - TBD)				
910201	R425	FUNDING 1300621111-00001 - ODC 9102, PARA 3.2 (O&MN,N)				
910202	R425	FUNDING 1300652067-00001 - ODC 9102, PARA 3.2 (RDT&E)				
9103	R425	ODC in support of CLIN 7103 (PARA 3.3) (Fund Type - TBD)				
910301	R425	FUNDING 1300611191-00002 - ODC 9103, PARA 3.3 (Fund Type - OTHER)				
9104	R425	ODC in support of CLIN 7104 (PARA 3.4) (Fund Type - TBD)				
910401	R425	FUNDING 1300611192-00002 - ODC 9104, PARA 3.4 (Fund Type - OTHER)				
910402	R425	FUNDING 1300636743-00001-ODC 9104, PARA 3.4 (WCF)				
9105	R425	ODC in support of CLIN 7105 (PARA 3.5) (Fund Type - TBD)				
910501	R425	FUNDING 1300611193-00002 - ODC 9105, PARA 3.5 (Fund Type - OTHER)				
9106	R425	ODC in support of CLIN 7106 (PARA 3.6) (Fund Type - TBD)				
9107	R425	ODC in support of CLIN 7107 (PARA 3.7) (Fund Type - TBD)				
910701	R425	FUNDING 1300612062-00002 - ODC 9107, PARA 3.7 (Fund Type - OTHER)				
9108	R425	ODC in support of CLIN 7108 (PARA 3.8) (Fund Type - TBD)				
910801	R425	FUNDING 1300615005-00001 - ODC 9108, PARA 3.8 (RDT&E)				
910802	R425	FUNDING 1300623714-00001 - ODC 9108, PARA 3.8 (RDT&E)				
9200	R425	RE-ALIGNED UNDER CLINs 9201-9208 ODC in support of CLIN 7200 (Fund Type - TBD) Option				
9201	R425	ODC in support of CLIN 7201 (PARA 3.1) (Fund Type - TBD)				
920101	R425	FUNDING 1300680823-00002 - ODC 9201 (WCF)				
9202	R425	ODC in support of CLIN 7202 (PARA 3.2) SPONSOR: NAVSEA 05H (BLM AND SGE) (Fund Type - TBD)				

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
920201	R425	Funding Document 1300683642-00002, for SGE C5IMP support. (RDT&E)				
920202	R425	Funding Document - 1300731781 - 00002 (RDT&E)				
9203	R425	ODC in support of CLIN 7203 (PARA 3.3) (Fund Type - TBD)				
920301	R425	FUNDING 1300680824-00002 - ODC 9203 (WCF)				
9204	R425	ODC in support of CLIN 7204 (PARA 3.4) SPONSOR: OVERHEAD (Fund Type - TBD)				
920401	R425	FUNDING 1300680318-00002 - ODC 9204 (WCF)				
920402	R425	FUNDING 1300680318-00001 - ODC 9204 (WCF)				
9205	R425	ODC in support of CLIN 7205 (PARA 3.5) (Fund Type - TBD)				
920501	R425	FUNDING 1300680239-00002 - ODC 9205 IAW/PARA 3.5 (WCF)				
9206	R425	ODC in support of CLIN 7206 (PARA 3.6) (Fund Type - TBD)				
9207	R425	ODC in support of CLIN 7207 (PARA 3.7) SPONSOR: OVERHEAD (Fund Type - TBD)				
920701	R425	Funding Document - 1300718277 (WCF)				
9208	R425	ODC in support of CLIN 7208 (PARA 3.8) SPONSOR: NAVSEA 05H (SGI C&L) (Fund Type - TBD)				
920801	R425	FUNDING 1300679598-00001 - ODCs 9208 (RDT&E)				
920802	R425	FUNDING 1300688483-00002 - ODCs 9208 (RDT&E)				
9209	R425	ODC in support of CLIN 7209 (PARA 3.2) SPONSOR: NAVIFOR (SFIO-PE FDNF) (Fund Type - TBD)				
920901	R425	Funding document - 1300688691 - 00002 - 9209 ODCs (O&MN,N)				
9210	R425	ODC in support of CLIN 7210 (PARA 3.4) SPONSOR: WCF (Fund Type - TBD)				
921001	R425	FUNDING 1300682141-00002 - ODC 9210 (WCF)				
9211	R425	ODC in support of CLIN 7211 (PARA 3.7) SPONSOR: NICE PROJECT 219 (Fund Type - TBD)				
921101	R425	FUNDING 1300680320-00002 - ODC 9211 (WCF)				
9212	R425	ODC in support of CLIN 7212 (PARA 3.8) SPONSOR: NAVSEA 05H (CYBERSECURITY ENGINEERING) (Fund Type - TBD)				
9213	R425	ODC in support of CLIN 7213 (PARA 3.8) SPONSOR: PEO IWS 1.0 (MTMD C&L) (Fund Type - TBD)				
921301	R425	PR 1300695154 - Line items 2 and 4 (RDT&E)				
921302	R425	Funding Document - 1300714263 (RDT&E)				

### 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 \_\_\_\_\_ 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

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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)

(End of Text)

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

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

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

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

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

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

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

(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)

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

This entire contract is cost type.

(End of Text)

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Performance Work Statement

#### Engineering Support Services for the Office of Engineering and Technology, Naval Surface Warfare Center, Port Hueneme Division

#### Vision Statement

Provide world class engineering, test and evaluation support solutions. First Choice for customer focused engineering, test and evaluation solutions.

#### 1 Introduction

This performance work statement (PWS) shall provide for Engineering, Test and Evaluation Support Services for Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD). The scope of the effort requires close coordination and cooperation between Naval Sea Systems Command (NAVSEA), Space and Naval Systems Command (SPAWAR), Naval Air Systems Command (NAVAIR), Numbered Fleet Commanders, other government activities, and participating contractors to carry out the provisions of this tasking.

##### 1.1 Mission

NSWC PHD is committed to the highest quality of Fleet Support through effective implementation of Engineering, Test and Evaluation solutions. We continue to develop and promote standard approaches for addressing and resolving complex problems related to systems engineering based initiatives, practices and processes.

##### 1.2 Scope

The purpose of this PWS is to acquire engineering, test and evaluation services to support the NSWC PHD Office of Engineering and Technology (OET) team in developing formal plans and setting realistic milestones, objectives and deadlines. The Contractor must support the requirements of a complex matrix organization with various sponsor driven requirements to achieve the goal of developing systems engineering solutions that can be leveraged across organizational boundaries.

The requirements are structured in accordance with the divisions within OET and their sponsoring customers. For reference, the scope of support requirements for each division is listed below (following the PWS paragraph 3 numbering sequence)

##### 1.2.1 - Project Management. Refer to Paragraph 3.1

The Project Manager shall be overall responsible for the coordination and performance of all tasks and deliverables. He / she shall be conversant with the content within each deliverable. The Project Manager shall serve as the conduit and contact person for any issues or concerns the government may have regarding performance on this contract.

##### 1.2.2 - Strike Force Interoperability Officer (SFIO) Team. Refer to Paragraph 3.2

The Contractor shall provide continuous support for the Strike Force Interoperability Officer Team, including support of Strike Force Interoperability Officers (SFIOs), SFI Project Engineers (PEs), C5I Baseline Managers and Strike Group Engineers (SGEs). The Contractor shall provide technical and engineering support of the Command, Control, Communications, Computers, Combat Systems and Intelligence (C5I) Modernization Process (C5IMP), research and track C5I issues, develop Strike Group Assessment reports, update information in Navy Data Environment (NDE) Alteration Management Planning System (AMPS) and other databases to ensure correct information is displayed in Warfare Area Matrices. The Contractor shall have an extensive knowledge of Naval C5I systems and the Naval C5I Modernization Process; have the capability to use that knowledge to analyze and assess C5I and interoperability information; and have the capability to report results of the assessments to a wide audience of senior Military, Government and Contractor personnel in written or audio format. Provide documentation as Microsoft Word documents, PowerPoint slides, Excel files and Adobe PDF files.

For information, provided below is the role of the SFIO organization, as listed in the NSWC PHD ORGANIZATION MANUAL.

"Provide command focus for battle force engineering. Serve as a liaison between the Strike Groups and the technical

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community throughout the inter-deployment cycle in order to improve the Strike Group Commanders' confidence in the SG's C5I systems. Inform and educate the Strike Groups on C5I modernization, interoperability and certification; advocate on behalf of the Strike Groups; and mitigate problems and issues by researching and facilitating resolutions.

1.2.3 - The contractor shall provide engineering and technical support for the Readiness Concept Center (RCC). Refer to Paragraph 3.3

The Contractor shall provide continuous technological support for development, maintenance, integration, configuration management, and documentation of the Readiness Concept Center (in Building 1389) and other engineering facilities at the NSWC PHD location in Port Hueneme, CA, which contain a wide variety of communication and audio visual equipment to allow connectivity in many formats. The contractor will manage and operate the COMSEC and VTC equipment used within the RCC in bldg 1389 and operate the secure VTCs in bldgs 1384, 1388 and 445 in compliance with the requirements of: EKMS 1B, EKMS Policy and Procedures for Navy Electronic Key Management System Tiers 2 & 3, and with OPNAVINST 2221.5C, Release of Communication Security (COMSEC) Material to U.S. Industrial Firms Under Contract to the U.S. Navy. For the RCC, ensure continuous operation of all audio visual and communication equipment; perform configuration management; manage schedules and access; and analyze future requirements to ensure continued ability to provide productive and connected services. The Contractor shall also support web-based collaborative environments and maintain client facing services. Contractor shall modify and upgrade existing applications using Navy authorized tools. Provide documentation as Microsoft Word documents, PowerPoint slides, Excel files and Adobe PDF files.

1.2.4 - The contractor shall provide engineering and technical support to Test and Evaluation (T&E) and Systems Engineering. Refer to Paragraph 3.4

The contractor shall provide support for the Commands Test and Evaluation (T&E) and Systems Engineering programs. Comply with the requirements of NAVSEAINST 9093.1C, Combat System Ship Qualification Trials for Surface Ships. For information, provided below is the role of the Test and Evaluation Office responsibilities, as outlined below in the NSWC PHD ORGANIZATION MANUAL:

"Provide stewardship for the command T&E mission. Develop and implement plans to establish the command's role in the future T&E environment. Provide interface with the joint T&E community and necessary leadership for command participation in joint T&E efforts. Provide T&E policy and direction required to maintain a joint/battle force T&E perspective. Provide stewardship for the T&E workforce and serve as a member of the Systems Engineering Board (SEB).

Provide documentation as Microsoft Word documents, PowerPoint slides, Excel files and Adobe PDF files.

1.2.5 - The contractor shall provide engineering and technical support to the Combat Systems Fleet Advocate. Refer to Paragraph 3.5

The contractor shall provide support for the NSWC PHD Combat Systems Fleet Advocate. The contractor shall deliver products and services that characterize robust and proactive support for the Fleet. Provide documentation as Microsoft Word documents, PowerPoint slides, Excel files and Adobe PDF files.

For information, provided below is the role of the NSWC PHD Fleet Advocate, as listed in the NSWC PHD ORGANIZATION MANUAL.

"The Fleet Advocate office is accountable for PHD's Fleet Support Policy; customer relationship and service to Fleet customers; is responsible for establishing and maintaining NSWC PHD's systematic Fleet Support approach; supervises NSWC PHD representatives on fleet staffs in all homeports (Norfolk, San Diego, Hawaii, Yokosuka, Everett, Mayport, and Rota); serves as the Commands fleet liaison with Fleet Staff Commands, Regional Maintenance Centers, Surface Warfare Enterprise (SWE), and Surface Team One (ST1) C5I Knowledge Sharing Network (KSN); and interfaces with senior level fleet representatives and their staffs to identify and resolve technical system issues; engineering and supportability; plans and conducts weekly the Command's Fleet Readiness Reviews (CFRR) and coordinates command participation in Fleet In-Service Reviews; coordinates Command level support for all visiting ships; coordinates and communicates daily with on-site reps, SMEs, Department Officers/Managers and Technical Warrant Holders regarding fleet readiness issues; and provides Command oversight of NSWC PHD's Fleet Help Desk, Remedy/Command Issues Manager (CIM), Sailor to Engineer and other fleet communication tools".



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1.2.6 - The Contractor shall provide engineering and technical support to the Advanced Projects Division. Refer to Paragraph 3.6

The Contractor shall provide support for the Advanced Projects division, to include the Command's Electric Weapons (EW) Test and Evaluation (T&E) and Systems Engineering efforts. The Contractor shall provide technical writing and editing, graphics development, provide administrative and coordination services for onsite meetings and provide on-site support during land-based testing. Provide documentation as Microsoft Word documents, PowerPoint slides, Excel files and Adobe PDF files.

For information, provided below is the role of the NSWC PHD Advanced Projects office, as listed in the NSWC PHD ORGANIZATION MANUAL.

"Serve as the Command's technical and programmatic liaison with Navy Research and Advanced Program technology Divisions. Represent the Command at Advanced Program technology forums and develop business relationships with Program research authorities of interest. Serve as the technical expert, principal advisor and program manager for the incubation and development of technical Advanced Programs until the Milestone B decisions. Work closely with the PHD Technology Development lead (Code 205) to provide linkage with the science and technology community and fleet through the Office of Navy Research Fleet/Force Technology Innovation Program".

1.2.7 - The contractor shall provide engineering and technical support to the Technology Development Office. Refer to Paragraph 3.7

The contractor shall support the Technology Development Office by providing a linkage with the science, technology and university communities and the Fleet, or actively engage in creating these linkages under the direction of this office. Provide documentation as Microsoft Word documents, PowerPoint slides, Excel files and Adobe PDF files.

For information, provided below is the role of the NSWC PHD Technology Development Office as listed in the NSWC PHD ORGANIZATION MANUAL.

"Provide technical leadership for the Command's long term roadmap for capabilities, technologies, and engineering in technical competencies. Develop and integrate engineering and technology requirements to support future fleet concept development and implementation. Develop, implement and manage an integrated Knowledge Management system. Provide leadership for technology investment and development, and determine policy and process to integrate with higher level guidance and requirements. Work closely with the PHD Advanced Programs lead (Code 202) to provide linkage with fleet units, Type and Fleet Commanders, NAVSEA and other SYSCOMs and other organizations to accomplish integrated development and investment efforts. Interface with other Navy activities and industry to ensure maximum utilization of best practices and products".

1.2.8 - The contractor shall provide engineering and technical support to the Strike Group Interoperability Capabilities & Limitations (C&L) Project. Refer to Paragraph 3.8

The contractor personnel are to have expert knowledge and experience to assist in the orderly operational support of NSWC PHDs Capabilities & Limitations (C&L) product line hosted on a classified, secure network.

Capabilities & Limitations (C&L), also known as "Caps & Lims", is hosted on classified, secure networks (SIPRNET and SECNET) and is comprised of COTs software and data that identifies the technical and operational characteristics of ships and the combat systems and other electronic systems for interoperability within a strike group.

Services include the briefing of Fleet personnel in the access and use of C&L resources. Provide documentation as XML files, HTML files, Microsoft Word documents, PowerPoint slides, Excel files and Adobe PDF files.

For information, provided below is the role of the NSWC PHD Capabilities & Limitations organization, as listed in the NSWC PHD ORGANIZATION MANUAL.

"Provide command focus for battle force engineering. Provide inter-department and cross-SYSCOM collaboration and technical expertise to define, develop, and execute Strike Group Interoperability C&L project".

## 2 General Requirements

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This section describes the general requirements for this effort. The following sub-sections provide details of various considerations on this effort in accordance with this Performance Work Statement (PWS).

## **2.1 Non-Personal Services**

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks.

The Government will not assign tasks to nor prepare work schedules for individual contractor employees.

The Contractor shall be responsible for managing its employees and guarding against any actions that are of the nature of personal services, or give the perception of personal services as defined by the FAR-Part 37, Service Contracting.

The Contractor shall notify the Contracting Officer (KO) if any Government requested actions constitute, or are perceived to constitute, personal services.

## **2.2 Business Relations**

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement.

The contractor shall manage the timeliness, completeness, and quality of all tasks performed by contractor/subcontractor personnel.

The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors.

The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

## **2.3 Contract Administration and Management**

The following subsections specify requirements for contract, management, and personnel administration.

### **2.3.1 Contract Management**

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations at NSWC Port Hueneme and the contractor's corporate offices.

The Contractor shall incorporate proprietary hardware or software only after being authorized, in writing, by the Contracting Officer (e.g., requires an exception to 2.3.2 below).

The Contractor shall provide a Monthly Cost Report on the schedule and in the format defined in CDRL A002 to report current and cumulative Contractor (and subcontractor) labor (both onsite and off-site), material, and travel expenditures charged against this contract.

The Contractor shall provide a separate monthly Contractor On-Site Cost Report on the schedule and in the format defined in CDRL A002 to report the total labor hours and costs billed to each assigned task for all Contractor (and subcontractor) personnel working on-site at NSWC PHD.

### **2.3.2 Contract Administration**

The Contractor shall establish processes and assign appropriate resources to effectively administer the PWS requirements.

The Contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements.

The Contractor shall respond to Government requests for contractual actions in a timely fashion.

The Contractor shall have a single point of contact between the Government and Contractor personnel assigned to support contracts or task orders.

The Contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement.

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### 2.3.3 Personnel Administration

The Contractor shall provide the management and support required to adequately perform the tasking of this requirement.

The Contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions.

The Contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements.

The Contractor shall make necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract tasks.

The Contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs) so as to not interrupt delivery of required products and services.

The Contractor shall maintain and provide a record of all employees' completion and compliance of the yearly mandatory training required by NSWC PHD in order to have access to Navy facilities (i.e., shore sites and shipboard), documentation (electronic (i.e., NMCI NIPR and SIPR) and hardcopy (i.e., unclassified and classified)), and travel (i.e., within and outside CONUS).

### 2.4 Subcontract Management

The Contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement.

The prime Contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations.

Contractors may add subcontractors to their team after their nomination is accepted by the Procuring Contracting Officer (PCO) via written correspondence. No more than 49% of the total effort may be sub-contracted.

### 2.5 Quality Assurance Surveillance Plan (QASP)

The Government will evaluate the contractors performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP) provided as an attachment to this proposal.

The QASP is focused on what the Government will do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

### 2.6 Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience.

The contractor team shall adhere to the Applicable Directives section of this PWS. PHD hosts an array of complex technologies that serve as the underlying foundation of most systems utilized throughout the Command.

All contractor resources shall be able to work independently and maintain a mastery skill set of the technologies supported, both for systems as currently implemented and as technologies are introduced for implementation.

### 2.7 Location and Hours of Work

Accomplishment of the results contained in this PWS requires work at NSWC Port Hueneme and at various contractor, subcontractor, and Government facilities, both in the continental United States (CONUS), and outside the continental United States (OCONUS). See section 2.8 for travel requirements. Primary work location shall be at NSWC PHD main campus in Port Hueneme, CA.

2.7.1 The buildings at NSWC PHD where the work will be performed include, but are not limited to:

\* Bldg 1389 for PWS 3.2 (SFIO), 3.3 (RCC), and 3.8 (Caps & Lims)

\* Bldg 445 for PWS 3.5 (Fleet Advocate)

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- \* Bldg 1389, 1388, 1384 and 445 for PWS 3.3 (RCC, to operate crypto equipment for classified VTCs)
- \* Bldg 1380 and 445 for PWS 3.4 (T&E office), 3.6 (Advanced Programs office), 3.7 (Technology Development office)

2.7.2 Contractor employee locations of work (CONUS) other than NSWC PHD main campus in Port Hueneme, CA:

- \* San Diego, CA for PWS 3.2 (Strike Force Interoperability) and PMW 3.8 (Capabilities and limitations)

NAVSEA Warfare Systems Engineering Unit  
4635 Pacific Highway Building 3  
San Diego, CA 92110-2756

- \* Dahlgren, VA for PWS 3.8 (Capabilities and Limitations) (See table below, this work can be performed at NSWC PHD).

16441 Dahlgren Rd  
Dahlgren VA 22448

(Note: This east coast location can change dependent on the availability of contractor facilities, subject to the approval of the government task lead).

<b>Table: FTE worksite locations</b>		
<b>Labor Category</b>	<b>FTE</b>	<b>Geographic Location</b>

**PWS Paragraph 3.1**

Project Manager	1	NSWC PHD
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**PWS Paragraph 3.2**

Sr Systems Engineer	1	(see Note 1)
Systems Engineer	1	(see Note 1)
Systems Engineer	1	(see Note 1)
Systems Analyst	1	(see Note 1)

**PWS Paragraph 3.3**

Sr Systems Analyst	1	NSWC PHD
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**PWS Paragraph 3.4**

Systems Analyst	1	NSWC PHD
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**PWS Paragraph 3.5**

Systems Analyst	1	NSWC PHD
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**PWS Paragraph 3.6**

Sr Systems Engineer	1	NSWC PHD
Technical Writer	1	NSWC PHD
Administrative assistant	1	NSWC PHD

**PWS Paragraph 3.7**

Sr Systems Engineer	1	NSWC PHD
Systems Analyst	1	NSWC PHD

**PWS Paragraph 3.8**

Computer Scientist	1	NSWC PHD
Systems Engineer	1	NSWC PHD
Systems Engineer	2	San Diego, CA
Technical Writer	1	(see Note 2)
Technical Writer	1	(see Note 2)
Technical Writer	0.5	NSWC PHD

Total (FTE)	19.5
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Note 1: Locations for labor categories in PWS 3.2 may be either NSWC PHD or the Detachment in San Diego.

Note 2: Dahlgren, VA is current location; however, this function can be performed at NSWC PHD. Either location is acceptable.

2.7.3 There are no contractor employee locations of work outside of the continental United States (OCONUS). There are travel requirements for locations outside the United States (see section 2.8).

2.7.4 Normal workdays are Monday through Friday except US Federal Holidays. The standard hours of operation for NSWC PHD Port Hueneme site personnel are 0730-1700 Pacific Time, Monday-Friday. The standard hours of operation for remote site and travel destination work places are determined locally and may vary.

**2.8 Travel / Temporary Duty (TDY)**

Travel to other government facilities or other contractor facilities may be required and will be specified in a Technical Instruction to be issued at the time of the requirement.

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All travel requirements (including plans, agenda, itinerary, or dates) shall be pre-approved by the government (subject to local policy & procedures), and is on a strictly cost reimbursable basis.

Costs for travel shall be billed in accordance with the regulatory implementation of Public Law 99-234, FAR 31.205-46 Travel Costs (subject to local policy & procedures; may reference FAR), and the Joint Travel Regulations (JTR).

Travel requirements, both CONUS and OCONUS, include:

2.8.1 - 3.1 (Project Manager) - Washington DC, Virginia Beach VA, White Sands NM, San Diego CA, Dahlgren VA

2.8.2 - 3.2 (SFIO) - Washington DC, Virginia Beach VA, White Sands NM, San Diego CA, Dahlgren VA

2.8.3 - 3.3 (RCC) - none

2.8.4 - 3.4 (T&E program) - Washington DC, White Sands NM, Dahlgren VA

2.8.5 - 3.5 (Fleet Advocate) - Washington DC, Virginia Beach VA, San Diego CA

2.8.6 - 3.6 (Advanced Programs) - Washington DC, Virginia Beach VA, White Sands NM, San Diego CA, Dahlgren VA

2.8.7 - 3.7 (Technology Development office) - Washington DC, Virginia Beach VA, White Sands NM, San Diego CA, Dahlgren VA

2.8.8 - 3.8 (Capabilities and Limitations) - Washington DC, Virginia Beach VA, San Diego CA, Colorado Springs CO, Everett WA, Pearl Harbor HI, Rota Spain, Stuttgart Germany, Naples Italy, and Yokosuka and Sasebo and Okinawa Japan.

### **3 Performance Requirements**

The following section specifies the Performance Objectives and Performance Elements for the contract. The contractor shall perform the tasks in accordance with the requirements stated below and as specified in the Technical Instructions (TIs). The contractor shall provide the necessary timely assistance to meet program emergent requirements as requested by the Contracting Officer.

#### **3.1 Project Management (FTE: 1)**

The contractors Project Manager shall coordinate report submittals and support the ongoing technical and engineering activities of paragraphs 3.1 through 3.8, and shall prepare the following:

3.1.1 Status Report - OET Project Status

3.1.2 Funds and Man-hours Expenditure report

3.1.3 Contractor's Personnel Roster (Roster and Security Listing)

3.1.4 Contractor's Personnel Roster (Emergency Muster Report)

#### Performance Standards

a) STD: Accurate

AQL: No more than 1% error in the content.

b) STD: Timely

AQL: For delivery frequency: 1) Monthly - NLT the 10th business day of the month, 2) Weekly - each week, and 3) As Required - Due five business days after notification by the government task lead that the report is required.

c) STD: Complete

AQL: Addresses key issues, technical objectives, findings and recommendations resulting from engineering efforts.

#### Deliverables

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- A001 Status Report (OET Project Status)
- A002 Funds and Man-hours Expenditure report
- A003 Contractor's Personnel Roster (Roster and Security Listing)
- A004 Contractor's Personnel Roster (Emergency Muster Report)

### **3.2 Strike Force Interoperability Officer (SFIO) Team (FTE: 4)**

The contractor shall perform technical and engineering services to the Strike Force Interoperability Officer (SFIO) organization: analyze and assess C5I and interoperability information, report the analysis results, research and track issues of C5I Interoperability, Capability, and Modernization (ICM), collate Deployment schedules, research and develop Mission Thread analysis, and update information in NDE AMPS and other databases. The Contractor shall prepare the following:

- 3.2.1 Technical Report - Baseline Review for Baseline Lock Event
- 3.2.2 Technical Report - Impact of C5I Interoperability Issues
- 3.2.3 Technical Report - Strike Force Interoperability (C5IMP) Weekly Report
- 3.2.4 Technical Report - Deployers List
- 3.2.5 Technical Report - Interoperability Engineering Analysis

#### Performance Standards

a) STD: Accurate

AQL: No more than 1% error in the content.

b) STD: Timely

AQL: For delivery frequency: 1) Monthly - NLT the 10th business day of the month, 2) Weekly - each week, and 3) As Required - Due five business days after notification by the government task lead that the report is required.

c) STD: Complete

AQL: Addresses key issues, technical objectives, findings and recommendations resulting from engineering efforts.

#### Deliverables

- A005 Technical Report (Baseline Review for Baseline Lock Event)
- A006 Technical Report (Impact of C5I Interoperability Issues)
- A007 Technical Report (Strike Force Interoperability (C5IMP) Weekly Report)
- A008 Technical Report (Deployers List)
- A009 Technical Report (Interoperability Engineering Analysis)

### **3.3 Readiness Concept Center (RCC) (FTE: 1)**

The contractor shall perform technical and engineering services for the Readiness Concept Center (RCC): develop, maintain, integrate, provide configuration management and documentation of the RCC in Building 1389. Provide these services, as needed, for other engineering facilities at the NSWC PHD location in Port Hueneme, CA. Manage and operate the COMSEC and VTC equipment used within the RCC in bldg 1389, and operate the secure VTCs in bldgs 1384, 1388 and 445. Initiate and execute upgrades of the RCC functionality and to maintain existing functionality. Provide reports that address: an RCC summary analysis, inventory of RCC equipment, written analysis of services, and a list of actions for the RCC.

The Contractor shall prepare the following:

- 3.3.1 - Prepare the Technical Report - Readiness Concept Center (RCC) Report

#### Performance Standards

a) STD: Accurate

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AQL: No more than 1% error in the content.

b) STD: Timely

AQL: For delivery frequency: 1) Monthly - NLT the 10th business day of the month, 2) Weekly - each week, and 3) As Required - Due five business days after notification by the government task lead that the report is required.

c) STD: Complete

AQL: Addresses key issues, technical objectives, findings and recommendations resulting from engineering efforts.

#### Deliverables

A010 Technical Report (Readiness Concept Center (RCC) Report)

### **3.4 Test and Evaluation (T&E) (FTE: 1)**

The contractor shall perform technical and engineering services for the Test and Evaluation (T&E) organization: interface with the T&E community through written and verbal communication (emails and phone calls) as directed by the T&E division. Assist with the preparation of T&E documentation such as Standard Operating Procedures (SoP), Policy, Naval Messages, Test Strategy, Master Plans, career development plans and Training Qualification Standards and T&E Schedules. The Contractor shall prepare the following:

3.4.1 - Technical Report - T&E Process, Workforce Development and Engineering Analysis Report

3.4.2 - Technical Report - T&E Events and Scheduling

#### Performance Standards

a) STD: Accurate

AQL: No more than 1% error in the content.

b) STD: Timely

AQL: For delivery frequency: 1) Monthly - NLT the 10th business day of the month, 2) Weekly - each week, and 3) As Required - Due five business days after notification by the government task lead that the report is required.

c) STD: Complete

AQL: Addresses key issues, technical objectives, findings and recommendations resulting from engineering efforts.

#### Deliverables

A011 Technical Report (T&E and Systems Engineering Analysis Report)

A012 Technical Report (Systems Engineering and T&E Events)

### **3.5 Combat Systems Fleet Advocate (FTE:1)**

The contractor shall perform technical services for the Combat Systems Fleet Advocate:

Communicate as required by email and/or phone call with NSWC PHD representatives in Fleet homeport areas to coordinate and track the status of actions that pertain to Combat Systems readiness. Participate in weekly conference calls and meetings of the Surface Warfare Enterprise (SWE) and Surface Team One (ST1) C5I Knowledge Sharing Network (KSN). Prepare reports for and conduct the weekly Command's Fleet Readiness Reviews (CFRR) and coordinate Command-level participation in Fleet In-Service Reviews. Track and report the status of NSWC PHDs fleet communication tools, such as the Fleet Help Desk, Remedy / Command Issues Manager (CIM), and Sailor to Engineer.

The Contractor shall prepare the following:

3.5.1 - Prepare the Technical Report - Command's Fleet Readiness Review (CFRR)

3.5.2 - Prepare the Technical Report - CS Readiness Impacts (Root Causes)



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### 3.5.3 - Prepare the Technical Report - ST1 C5I KSN Tasks

#### Performance Standards

##### a) STD: Accurate

AQL: No more than 1% error in the content.

##### b) STD: Timely

AQL: For delivery frequency: 1) Monthly - NLT the 10th business day of the month, 2) Weekly - each week, and 3) As Required - Due five business days after notification by the government task lead that the report is required.

##### c) STD: Complete

AQL: Addresses key issues, technical objectives, findings and recommendations resulting from engineering efforts.

#### Deliverables

A013 Technical Report (Command's Fleet Readiness Review (CFRR))

A014 Technical Report (CS Readiness Impacts (Root Causes))

A015 Technical Report (ST1 C5I KSN Tasks)

### **3.6 Advanced Programs Division (FTE: 3)**

The contractor shall perform technical and engineering services for the Advanced Programs Division (Electric Weapons (EW), to include laser programs): developing technical analysis reports based on research, and communication (phonecall and emails) with subject matter experts, preparation of test report documentation, technical writing and editing, graphics development, provide administrative and coordination services for onsite meetings and provide onsite support during land-based testing. The Contractor shall prepare the following:

3.6.1 - Prepare the Technical Report - Advanced Programs, Engineering Analysis

3.6.2 - Prepare the Technical Report - Advanced Programs, Support Document

3.6.3 - Prepare the Technical Report - Advanced Programs, Test Plans and Technical Reports

#### Performance Standards

##### a) STD: Accurate

AQL: No more than 1% error in the content.

##### b) STD: Timely

AQL: For delivery frequency: 1) Monthly - NLT the 10th business day of the month, 2) Weekly - each week, and 3) As Required - Due five business days after notification by the government task lead that the report is required.

##### c) STD: Complete

AQL: Addresses key issues, technical objectives, findings and recommendations resulting from engineering efforts.

#### Deliverables

A016 Technical Report (Advanced Programs - Engineering Analysis)

A017 Technical Report (Advanced Programs - Support Document)

A018 Technical Report - Study/Services (Advanced Programs - Test Plans and Technical Reports)

### **3.7 Technology Development Office (FTE: 2)**

The contractor shall perform technical and engineering services for the Technology Development Office:

Communicate daily (phonecall and/or email and as directed) with the science, technology and university communities and with Fleet representatives, document the status of actions in recurring reports, conduct analyses of technical issues and technology development opportunities, and assist with the coordination and conduct of public

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events to advance the efforts of Technology Development Office.

NOTE: Due to Organizational Conflict of Interest (OCI), the prime and subs will not be permitted to bid on any procurement opportunities that are generated by the Technology Development Office, Code 205. Contractor personnel may provide input into procurement package information that will result in solicitation and award of new/other contracts.

The Contractor shall prepare the following:

3.7.1 - Prepare the Technical Report - Activity Summary Report

3.7.2 - Prepare the Technical Report - Technology Development Analysis

Performance Standards

a) STD: Accurate

AQL: No more than 1% error in the content.

b) STD: Timely

AQL: For delivery frequency: 1) Monthly - NLT the 10th business day of the month, 2) Weekly - each week, and 3) As Required - Due five business days after notification by the government task lead that the report is required.

c) STD: Complete

AQL: Addresses key issues, technical objectives, findings and recommendations resulting from engineering efforts.

Deliverables

A019 Technical Report (Activity Summary Report)

A020 Technical Report - Study/Services (Technology Development Analysis)

**3.8 Strike Group Interoperability Capabilities & Limitations (C&L) (FTE: 6.5)**

The contractor shall perform technical and engineering services to the Strike Group Interoperability Capabilities & Limitations (C&L) Project and provide the following:

3.8.1 - Perform engineering analysis of C&L content covering systems for all ship classes, Joint and Coalition units, and provide report documenting findings. Prepare the Technical Report - C&L Engineering Analysis.

3.8.2 - Develop, maintain, and support C&L files in a format that is compatible with web-based viewer software onboard ships and at shore stations of U.S. Navy, Joint and Coalition partner Commands; report status of updates. Prepare the Technical Report - Caps & Lims files, status of updates.

3.8.3 - Perform technical editing and quality control of C&L files contained in the SECNET database and provide status reports. Prepare the Technical Report - Technical editing of C&L files and Quality Control.

3.8.4 - Develop and safeguard web-based tools on SECNET and the database design description to ensure C&L content can be viewed onboard ships and at shore stations of U.S. Navy, Joint and Coalition partner Commands; report status of updates (this position designation is IT-Level 1 and requires privileged access to IT systems). Update the Database Design Description - Web-tools development and C&L files document.

3.8.5 - Develop, maintain, and support the delivery of interoperability briefings for ship operators and Strike Group staffs; report status of updates. Prepare the Technical Report - C&L Interoperability Briefings and Training for the Fleet.

Performance Standards

a) STD: Accurate

AQL: No more than 1% error in the content.

b) STD: Timely

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AQL: For delivery frequency: 1) Monthly - NLT the 10th business day of the month, 2) Weekly - each week, and 3) As Required - Due five business days after notification by the government task lead that the report is required.

c) STD: Complete

AQL: Addresses key issues, technical objectives, findings and recommendations resulting from engineering efforts.

#### Deliverables

A021 Technical Report (C&L Engineering Analysis)  
A022 Technical Report (Caps & Lims files - status of updates)  
A023 Technical Report (Technical editing of C&L files and Quality Control)  
A024 Database Design Description (Web-tools development and C&L files document)  
A025 Technical Report (C&L Interoperability Briefings and Training for the Fleet)

## **4 Special Requirements**

The Security Requirements part of this Special Requirements section is found in the contract SECTION H - SPECIAL CONTRACT REQUIREMENTS.

### **4.1 Transition**

The contractor shall follow the transition plan submitted as part of the proposal and keep the Government fully informed of status throughout the transition period. Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods.

### **4.2 Government Furnished Materials**

The Government will make available the consumable materials, office space, communications capability and information for use by contractor personnel who are stationed onsite in the performance of this contract.

### **4.3 Data Ownership and Intellectual Property Protection**

All data produced as deliverables and developed as by-products under this procurement are Government property. The Government reserves the right to reproduce and distribute such data as it deems necessary. The contractor is responsible for ensuring compliance with all intellectual property, copyright and trademark laws and for the appropriate marking of copyrighted and trademarked data incorporated into data and deliverables produced under this procurement, including obtaining permission for use and reproduction by the Government, as appropriate.

### **4.4 Applicable Directives**

The contractor shall comply with all documents listed below:

4.4.1 (referenced in 1.2.3) EKMS 1B, EKMS Policy and Procedures for Navy Electronic Key Management System Tiers 2 & 3, [http://www.public.navy.mil/fcc-c10f/nctsguam/Documents/EKMS-1B\\_AMD7\\_Final\\_23Apr2013.pdf](http://www.public.navy.mil/fcc-c10f/nctsguam/Documents/EKMS-1B_AMD7_Final_23Apr2013.pdf)

4.4.2 (referenced in 1.2.3) OPNAVINST 2221.5C, Release of Communication Security (COMSEC) Material to U.S. Industrial Firms Under Contract to the U.S. Navy, <http://doni.daps.dla.mil/Directives/02000%20Telecommunications%20and%20Digital%20Systems%20Support/02-200%20Communications%20Security%20Services/2221.5C.pdf>

4.4.3 (referenced in 1.2.4) NAVSEAINST 9093.1C, Combat System Ship Qualification Trials for Surface Ships, <http://www.navsea.navy.mil/NAVINST/09093-001C.pdf>

### **4.5 Quality Control Plan (QCP)**

The Contractor shall develop a Task/Delivery Order QCP and maintain an effective quality control program to ensure services are performed in accordance with the contract.

The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractors QCP is the means by which he assures himself that his work complies with the

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requirement of the contract.

The finalized QCP will be accepted by the Government at the time of the award of the Task/Delivery Order. The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance.

The Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change.

The QCP shall be subject to the Governments review and approval. The Government may find the QCP "unacceptable" whenever the Contractors procedures do not accomplish quality control objective(s).

The Contractor shall revise the QCP within 10 working days from receipt of notice that QCP is found "unacceptable."

#### **4.6 Quality Assurance Surveillance Plan (QASP) and Designated Government Leads**

The Government shall monitor the Contractors performance under this Task/Delivery Order in accordance with the Governments QASP.

Designated government leads for each PWS Section:

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## **SECTION D PACKAGING AND MARKING**

Packaging and marking shall be in accordance with the Section D of the SeaPort-e Multiple Award IDIQ contract.

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

Applicable to CLINs 7009, 7109, and 7214.

All unclassified data 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 address of the Contractor
- (2) contract number/task order number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded

(5) sponsor: \_\_\_\_\_  
(Name of Individual Sponsor)

\_\_\_\_\_  
(Name of Requiring Activity)

\_\_\_\_\_  
(City and State)

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

(End of Text)

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract, supplemented by the Performance Requirements Summary in conjunction with the Quality Assurance Surveillance Plan (QASP) Attachment 8.

### **CLAUSES INCORPORATED BY FULL 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.

Applicable to CLINs 7009, 7109, and 7214.

(End of Text)

#### **HQ E-1-0002 INSPECTION AND ACCEPTANCE LANGUAGE FOR ENGINEERING SERVICES**

Item(s) CLINs 7001, 7002, 7003, 7004, 7005, 7006, 7007, 7008, 7101, 7102, 7103, 7104, 7105, 7106, 7107, 7108, 7201, 7202, 7203, 7204, 7205, 7206, 7207, 7208, 7209, 7210, 7211, 7212, and 7213 - Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

(End of Text)

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

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

(End of Text)

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## **SECTION F DELIVERABLES OR PERFORMANCE**

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

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Deliveries or performance shall be in accordance with the Section D of the SeaPort-e Multiple Award IDIQ contract.

**HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES**

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

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

ITEM(S)            FROM            TO

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



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Services to be performed hereunder will be provided at locations specified in the PWS.

Note: Above period of performance dates may change upon contract award.

(End of Text)

**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)

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## **SECTION G CONTRACT ADMINISTRATION DATA**

**SYSTEM FOR AWARD MANAGEMENT (SAM)** – The contractor must be registered in SAM in order to be eligible for award. The Contractor must maintain registration throughout the ordering period. PAYMENT will not be made to the contractor if the Contractor's registration lapse.

### **CLAUSES INCORPORATED BY REFERENCE**

252.204-7006 BILLING INSTRUCTIONS OCT 2005

### **CLAUSES INCORPORATED BY FULL TEXT**

#### **252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)**

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.

(End of Clause)

#### **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.

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(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

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable".)

(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	Data to be entered in WAWF
--------------------	----------------------------

-----

Pay Official DoDAAC	<u>HQ0339</u>
---------------------	---------------

Issue By DoDAAC	<u>N63394</u>
-----------------	---------------

Admin DoDAAC	<u>N63394</u>
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Inspect By DoDAAC	<u>N63394</u>
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Ship To Code N63394

Ship From Code \_\_\_\_\_

Mark For Code \_\_\_\_\_

Service Approver (DoDAAC) N63394

Service Acceptor (DoDAAC) N63394

Accept at Other DoDAAC \_\_\_\_\_

LPO DoDAAC N63394

DCAA Auditor DoDAAC HAA724

Other DoDAAC (s) \_\_\_\_\_

-----  
 (\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure

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

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

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1)

or

Local Contracting Office WAWF POC/Group Administrator (GAM)

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

All TBD in the clause will be completed at time of award.

(End of Clause)

### **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.

\* \_\_\_\_\_  
\_\_\_\_\_

\* To be completed by the contractor if the contractor's administration address is different.

(End of Text)

### **HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE**

(End of Text)

### **HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE**

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(End of Text)

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

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

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(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.

(End of Text)

Accounting Data

SLINID	PR Number	Amount
700001	130053795300001	
LLA :		
AA 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003179102		
FS: OVERHEAD		
FED/WCD: 01DEC16		
LABOR 7000, PARA 3.1 IAW/TI# TI-BASE-01		
700002	130053805500001	
LLA :		
AB 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003179771		
FS: OVERHEAD		
FED/WCD: 01DEC16		
LABOR 7000, PARA 3.3 IAW/TI# TI-BASE-03		
700003	130053805600001	
LLA :		
AC 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003179852		
FS: OVERHEAD		
FED/WCD: 01DEC16		
LABOR 7000, PARA 3.4 IAW/TI# TI-BASE-04		
700004	130053805700001	
LLA :		
AD 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003179853		
FS: OVERHEAD		
FED/WCD: 01DEC16		
LABOR 7000, PARA 3.5 IAW/TI# TI-BASE-05		
700005	130053805800001	
LLA :		
AE 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003179854		
FS: OVERHEAD		
FED/WCD: 01DEC16		
LABOR 7000, PARA 3.6 IAW/TI# TI-BASE-06		
700006	130053805900002	
LLA :		
AF 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003179855		
FS: OVERHEAD		
FED/WCD: 01DEC16		
LABOR 7000, PARA 3.7 IAW/TI# TI-BASE-07		
900001	130053795300002	
LLA :		
AA 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003179102		
FS: OVERHEAD		
FED/WCD: 01DEC16		
ODC 9000, PARA 3.1 IAW/TI# TI-BASE-01		
900002	130053805500002	
LLA :		
AB 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003179771		



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FS: OVERHEAD  
FED/WCD: 01DEC16  
ODC 9000, PARA 3.3 IAW/TI# TI-BASE-03

900003 130053805600002  
LLA :  
AC 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003179852  
FS: OVERHEAD  
FED/WCD: 01DEC16  
ODC 9000, PARA 3.4 IAW/TI# TI-BASE-04

900004 130053805700002  
LLA :  
AD 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003179853  
FS: OVERHEAD  
FED/WCD: 01DEC16  
ODC 9000, PARA 3.5 IAW/TI# TI-BASE-05

900005 130053805800002  
LLA :  
AE 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003179854  
FS: OVERHEAD  
FED/WCD: 01DEC16  
ODC 9000, PARA 3.6 IAW/TI# TI-BASE-06

900006 130053805900001  
LLA :  
AF 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003179855  
FS: OVERHEAD  
FED/WCD: 01DEC16  
ODC 9000, PARA 3.7 IAW/TI# TI-BASE-07

MOD 01

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700101 130053947700001  
 LLA :  
 AG 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192601  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 LABOR 7001, PARA 3.1 IAW/TI# TI-BASE-01

700201 130053805200001  
 LLA :  
 AH 1751319 84TA 251 V5H00 0 050120 2D 000000 A00003179650  
 FS: RDTEN  
 FED/WCD: 30SEP16  
 SON: N0002415WX03913  
 LABOR 7002, PARA 3.2 IAW/TI# TI-BASE-02

700301 130053947800001  
 LLA :  
 AJ 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192712  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 LABOR 7003, PARA 3.3 IAW/TI# TI-BASE-03

700401 130053947900001  
 LLA :  
 AK 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192713  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 LABOR 7004, PARA 3.4 IAW/TI# TI-BASE-04

700501 130053948000001  
 LLA :  
 AL 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192714  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 LABOR 7005, PARA 3.5 IAW/TI# TI-BASE-05

700601 130053964100001  
 LLA :  
 AM 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192715  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 LABOR 7006, PARA 3.6 IAW/TI# TI-BASE-06

700701 130053964200001  
 LLA :  
 AN 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192716  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 LABOR 7007, PARA 3.7 IAW/TI# TI-BASE-07

700801 130053805400001  
 LLA :  
 AP 1761319 84TA 251 V5H00 0 050120 2D 000000 A00003179770  
 FS: RDTEN  
 FED/WCD: 30SEP17  
 SON: N0002416WX01789  
 LABOR 7008, PARA 3.8 IAW/TI# TI-BASE-08

900101 130053947700002  
 LLA :  
 AG 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192601  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 ODC 9001, PARA 3.1 IAW/TI# TI-BASE-01

900201 130053805200002  
 LLA :  
 AH 1751319 84TA 251 V5H00 0 050120 2D 000000 A00003179650  
 FS: RDTEN  
 FED/WCD: 30SEP16

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SON: N0002415WX03913  
ODC 9002, PARA 3.2 IAW/TI# TI-BASE-02

900301 130053947800002  
LLA :  
AJ 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192712  
FS: OVERHEAD  
FED/WCD: 01DEC16  
ODC 9003, PARA 3.3 IAW/TI# TI-BASE-03

900401 130053947900002  
LLA :  
AK 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192713  
FS: OVERHEAD  
FED/WCD: 01DEC16  
ODC 9004, PARA 3.4 IAW/TI# TI-BASE-04

900501 130053948000002  
LLA :  
AL 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192714  
FS: OVERHEAD  
FED/WCD: 01DEC16  
ODC 9005, PARA 3.5 IAW/TI# TI-BASE-05

900601 130053964100002  
LLA :  
AM 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192715  
FS: OVERHEAD  
FED/WCD: 01DEC16  
ODC 9006, PARA 3.6 IAW/TI# TI-BASE-06

900701 130053964200002  
LLA :  
AN 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192716  
FS: OVERHEAD  
FED/WCD: 01DEC16  
ODC 9007, PARA 3.7 IAW/TI# TI-BASE-07

900801 130053805400002  
LLA :  
AP 1761319 84TA 251 V5H00 0 050120 2D 000000 A00003179770  
FS: RDTEN  
FED/WCD: 30SEP17  
SON: N0002416WX01789  
ODC 9008, PARA 3.8 IAW/TI# TI-BASE-08

MOD 03

700202 130054158100001  
LLA :  
AQ 1761319 84TA 251 V5H00 0 050120 2D 000000 A00003208100  
FS: RDTEN  
FED: 30SEP17/WCD: 30SEP17  
SON: N0002416WX01701  
LABOR 7002, PARA 3.2 IAW/TI# TI-BASE-02 REV 1

MOD 04

700102 130055915200001  
LLA :  
AR 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003347392  
FS: OVERHEAD

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FED/WCD: 01DEC16  
LABOR 7001, PARA 3.1, IAW/TI# TI-BASE-01

700203 130055725000003  
LLA :  
AS 1761319 84TA 255 V5H00 0 050120 2D 000000 A10003333735  
FS: RDTEN  
FED/WCD: 30SEP17  
LABOR 7002, PARA 3.2 IAW/TI# TI-BASE-02 R2

700302 130055915600001  
LLA :  
AT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003347706  
FS: OVERHEAD  
FED/WCD: 01DEC16  
LABOR 7003, PARA 3.3 IAW/TI# TI-BASE-03

700402 130055915800001  
LLA :  
AU 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003347756  
FS: OVERHEAD  
FED/WCD: 01DEC16  
LABOR 7004, PARA 3.4 IAW/TI# TI-BASE-04

700502 130056067900001  
LLA :  
AV 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003359676  
FS: OVERHEAD  
FED/WCD: 01DEC16  
LABOR 7005, PARA 3.5 IAW/TI# TI-BASE-05

900102 130055915200002  
LLA :  
AR 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003347392  
FS: OVERHEAD  
FED/WCD: 01DEC16  
ODC 9001, PARA 3.1 IAW/TI# TI-BASE-01

MOD 05

700802 130055962000001  
LLA :  
AW 1761319 84TA 255 V5H00 0 050120 2D 000000 A00003351808  
FS: RDTEN  
FED/WCD: 30SEP17  
SON: N0002416WX01789  
LABOR 7008, PARA 3.8 IAW/TI# TI-BASE-08

900802 130055962000002  
LLA :  
AW 1761319 84TA 255 V5H00 0 050120 2D 000000 A00003351808  
FS: RDTEN  
FED/WCD: 30SEP17  
SON: N0002416WX01789  
ODC 9008, PARA 3.8 IAW/TI# TI-BASE-08

MOD 07

700204 130058107200001

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LLA :  
 AX 97X4930 NH1K 255 77777 0 050120 2F 000000 A00003507744  
 FS: RDTEN  
 FED/WCD: 30SEP17  
 SON: N0002416WX01701  
 LABOR 7002, PARA 3.2 IAW/TI# TI-BASE-02

MOD 09

700103 130059984500001  
 LLA :  
 AY 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003634660  
 FS: OH  
 FED/WCD: 01DEC16  
 LABOR 7001, PARA 3.1 IAW/TI# TI-BASE-01

700803 130059382700001  
 LLA :  
 AZ 1761319 84TA 255 V5H00 0 050120 2D 000000 A00003592283  
 FS: RDTEN  
 FED/WCD: 30SEP17  
 SON: N0002416WX01789  
 LABOR 7008, PARA 3.8 IAW/TI# TI-BASE-08

MOD 10

700601 130053964100001  
 LLA :  
 AM 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192715  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 LABOR 7006, PARA 3.6 IAW/TI# TI-BASE-06  
 MOD 10 -

900601 130053964100002  
 LLA :  
 AM 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192715  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 ODC 9006, PARA 3.6 IAW/TI# TI-BASE-06  
 MOD 10 -

MOD 11

700205 130060770700001  
 LLA :  
 BA 1771319 84TA 255 V5H00 0 050120 2D 000000 A00003708981  
 FS: RDTEN  
 FED; 30SEP18/WCD: 30SEP18  
 SON: N0002417WX02234  
 LABOR 7002, PARA 3.2 IAW/TI# TI-BASE-02

900803 130060664400001  
 LLA :  
 BB 1761319 84TA 255 V5H00 0 050120 2D 000000 A00003698763

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FS: RDTEN  
FED: 30SEP17/WCD: 30SEP17  
SON: N0002416WX01789  
ODC 9008, PARA 3.8 IAW/TI# TI-BASE-08

MOD 12

710101 130061206100001  
LLA :  
BH 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003741426  
FS: OH  
FED/WCD: 01DEC17  
LABOR 7101, PARA 3.1 IAW/TI# TI-OP1-01

710201 130061100100001  
LLA :  
BD 1771319 84TA 255 V5H00 0 050120 2D 000000 A00003733068  
FS: RDTEN  
FED/WCD: 30SEP18  
SON: N0002417WX02234  
LABOR 7102, PARA 3.2 IAW/TI# TI-OP1-02

710301 130061119100001  
LLA :  
BE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003734260  
FS: OH  
FED/WCD: 01DEC17  
LABOR 7103, PARA 3.3 IAW/TI# TI-OP1-03

710401 130061119200001  
LLA :  
BF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003734261  
FS: OH  
FED/WCD: 01DEC17  
LABOR 7104, PARA 3.4 IAW/TI# TI-OP1-04

710501 130061119300001  
LLA :  
BG 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003734992  
FS: OH  
FED/WCD: 01DEC17  
LABOR 7105, PARA 3.5 IAW/TI# TI-OP1-05

710701 130061206200001  
LLA :  
BJ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003741427  
FS: OH  
FED/WCD: 01DEC17  
LABOR 7107, PARA 3.7 IAW/TI# TI-OP1-07

710801 130061074700001  
LLA :  
BC 1761319 84TA 255 V5H00 0 050120 2D 000000 A00003733350  
FS: RDTEN  
FED/WCD: 30SEP17  
SON: N0002416WX01789  
LABOR 7108, PARA 3.8 IAW/TI# TI-OP1-08

910101 130061206100002  
LLA :  
BH 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003741426  
FS: OH  
FED/WCD: 01DEC17  
ODC 9101, PARA 3.1 IAW/TI# TI-OP1-01

910301 130061119100002

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LLA :  
BE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003734260  
FS: OH  
FED/WCD: 01DEC17  
ODC 9103, PARA 3.3 IAW/TI# TI-OP1-03

910401 130061119200002  
LLA :  
BF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003734261  
FS: OH  
FED/WCD: 01DEC17  
ODC 9104, PARA 3.4 IAW/TI# TI-OP1-04

910501 130061119300002  
LLA :  
BG 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003734992  
FS: OH  
FED/WCD: 01DEC17  
ODC 9105, PARA 3.5 IAW/TI# TI-OP1-05

910701 130061206200002  
LLA :  
BJ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003741427  
FS: OH  
FED/WCD: 01DEC17  
ODC 9107, PARA 3.7 IAW/TI# TI-OP1-07

MOD 13

700104 130061227500001  
LLA :  
BK 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003743609  
FS: OVERHEAD  
FED/WCD: 01DEC17  
LABOR 7001 IAW/TI# TI-BASE-01

700303 130061234200001  
LLA :  
BL 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003743796  
FS: OVERHEAD  
FED/WCD: 01DEC17  
LABOR 7003 IAW/TI# TI-BASE-03

700403 130061234300001  
LLA :  
BM 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003743798  
FS: OVERHEAD  
FED/WCD 01DEC17  
LABOR 7004 IAW/TI-BASE-04

MOD 14

710802 130061500400001  
LLA :  
BN 1771319 84TA 255 V5H00 0 050120 2D 000000 A00003764730  
FS: RDTEN  
SON: N0002417WX02311  
LABOR 7108, PARA 3.8 IAW/TI# TI-OP1-08

910801 130061500500001  
LLA :  
BP 1771319 84TA 255 V5H00 0 050120 2D 000000 A00003764922



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FS: RDTEN  
SON: N0002417WX02311  
ODC 9108, PARA 3.8 IAW/TI# TI-OP1-08

MOD 15

710202 130062085600001  
LLA :  
BQ 1771804 60CP 251 36001 068892 2D C001PH 360017YSF10Q  
FS: OMN  
FED/WCD: 30SEP17  
SON: N3600117RC001PH  
LABOR 7102 IAW/TI# TI-OP1-02

910201 130062111100001  
LLA :  
BQ 1771804 60CP 251 36001 068892 2D C001PH 360017YSF10Q  
FS: OMN  
FED/WCD: 30SEP17  
SON: N3600117RC001PH  
ODC 9102, PARA 3.2 IAW/TI# TI-OP1-02

MOD 16

710203 130062271400001  
LLA :  
BR 97X4930 NH1K 255 77777 0 050120 2F 000000 A00003825963  
FS: RDTEN  
FED/WCD: 30SEP18  
SON: N0002417WX02234  
LABOR 7102, PARA 3.2 IAW/TI# TI-OP1-02

710803 130062378400001  
LLA :  
BS 1761319 84TA 255 V5H00 0 050120 2D 000000 A00003833379  
FS: RDT&E  
FED: 30SEP17/WCD: 01DEC17\*  
\*10 USC 2410(a) AUTHORITY INVOKED  
SON: N0002416WX02010  
LABOR 7108, PARA 3.8 IAW/TI# TI-OP1-08

910802 130062371400001  
LLA :  
BT 1771319 A627 255 WS010 0 050120 2D 000000 A00003833055  
FS: RDT&E  
FED/WCD: 30SEP18  
SON: N0002417WX04079  
ODC 9108, PARA 3.8 IAW/TI# TI-OP1-08

MOD 17

710204 130063275300001  
LLA :  
BU 97X4930 NH1K 255 77777 0 050120 2F 000000 A00003910840  
FS: RDT&E  
FED/WCD: 30SEP18  
SON: N0002417WX02234  
LABOR 7102, PARA 3.2 IAW/TI# TI-OP1-02

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710804 130062991500001  
 LLA :  
 BV 1771319 84TA 255 V5H00 0 050120 2D 000000 A00003889297  
 FS: RDT&E  
 FED/WCD: 30SEP18  
 SON: N0002417WX02311  
 LABOR 7108, PARA 3.8 IAW/TI# TI-OP1-08

MOD 18

710402 130063670100001  
 LLA :  
 BW 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003942767  
 FS: NWCF  
 FED/WCD: 30SEP17  
 SON: N0016717WX00037  
 LABOR 7104, PARA 3.4 IAW/TI# TI-OP1-04

710805 130063726500001  
 LLA :  
 BX 1771319 84TA 255 V5H00 0 050120 2D 000000 A00003947381  
 FS: RDTE  
 FED/WCD: 09/30/2018  
 SON: N0002417WX02442  
 LABOR 7108, PARA 3.8 IAW/TI-OP1-08

910402 130063674300001  
 LLA :  
 BY 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003943312  
 FS: WCF  
 FED/WCD: 12/01/2017  
 ODC 9104, PARA 3.4 IAW/TI-OP1-04

MOD 19

710102 130064284200001  
 LLA :  
 BZ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003992387  
 FS: WCF  
 FED/WCD: 01DEC17  
 LABOR 7101, PARA 3.1 IAW/TI# TI# OP1-01

910102 130064601200001  
 LLA :  
 CA 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004014885  
 FS: WCF  
 FED/WCD: 01DEC17  
 ODC 9101, PARA 3.1 IAW/TI# TI-OP1-01

MOD 20

710205 130065211700001  
 LLA :  
 CB 97X4930 NH1K 255 77777 0 050120 2F 000000 A00004056744  
 FS: RDT&E  
 FED/WCD: 30SEP18  
 SON: N0002417WX02234

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LABOR 7102 IAW/TI# TI-OP1-02

910202 130065206700001  
 LLA :  
 CC 97X4930 NH1K 255 77777 0 050120 2F 000000 A00004056827  
 FS: RDT&E  
 FED/WCD: 30SEP18  
 SON: N0002417WX02234  
 ODC 9102, PARA 3.2 IAW/TI# TI-OP1-02

MOD 21

700205 130060770700001  
 LLA :  
 BA 1771319 84TA 255 V5H00 0 050120 2D 000000 A00003708981  
 FS: RD TEN  
 FED; 30SEP18/WCD: 30SEP18  
 SON: N0002417WX02234  
 LABOR 7002, PARA 3.2 IAW/TI# TI-BASE-02  
 MOD

700502 130056067900001  
 LLA :  
 AV 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003359676  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 LABOR 7005, PARA 3.5 IAW/TI# TI-BASE-05  
 MOD

700701 130053964200001  
 LLA :  
 AN 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192716  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 LABOR 7007, PARA 3.7 IAW/TI# TI-BASE-07  
 MOD

700803 130059382700001  
 LLA :  
 AZ 1761319 84TA 255 V5H00 0 050120 2D 000000 A00003592283  
 FS: RD TEN  
 FED/WCD: 30SEP17  
 SON: N0002416WX01789  
 LABOR 7008, PARA 3.8 IAW/TI# TI-BASE-08  
 MOD

710206 130065715700001  
 LLA :  
 CD 97X4930 NH1K 255 77777 0 050120 2F 000000 A00004087475  
 FS: RDT&E  
 FED/WCD: 30SEP18  
 SON: N0002417WX02234  
 LABOR 7102, PARA 3.2 IAW/TI# TI-OP1-02

MOD 22

710302 130066702200001  
 LLA :  
 CE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004150421  
 FS: NWC  
 LABOR 7103, PARA 3.3 IAW/TI# TI-OP1-03

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710403 130066702600001  
 LLA :  
 CF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004150627  
 FS: WCF  
 FED/WCD: 30SEP18  
 LABOR 7104, PARA 3.4 IAW/TI# TI-OP1-04

710404 130066702300001  
 LLA :  
 CG 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004150624  
 FS: WCF  
 LABOR 7104, PARA 3.4 IAW/TI# TI-OP1-04

710702 130066685100001  
 LLA :  
 CH 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004149163  
 FS: NWCF  
 FED/WCD: 01DEC17  
 LABOR 7107, PARA 3.7 IAW/TI# TI-OP1-07

710806 130066671000001  
 LLA :  
 CJ 1761319 84TA 255 V5H00 0 050120 2D 000000 A00004149215  
 FS: RDT&E  
 FED: 30SEP17/WCD: 01DEC17\*  
 SON: N0002416WX01789  
 \*10 USC 2410(a) AUTHORITY INVOKED  
 LABOR 7108, PARA 3.8 IAW/TI# TI-OP1-08

710807 130066685300001  
 LLA :  
 CK 1771319 A627 255 WS010 0 050120 2D 000000 A00004149167  
 FS: RDT&E  
 FED/WCD: 30SEP18  
 SON: N0002417WX04079  
 LABOR 7108, PARA 3.8 IAW/TI# TI-OP1-08

MOD 24

710207 130066832600001  
 LLA :  
 CN 1771319 84TA 251 V5H00 0 050120 2D 000000 A00004160172  
 FS: RDT&E  
 FED/WCD: 30SEP18  
 SON: N0002417WX02234  
 LABOR 7102 IAW/TI# TI-OP1-02

710208 130067065800001  
 LLA :  
 BQ 1771804 60CP 251 36001 068892 2D C001PH 360017YSF10Q  
 FS: OMN  
 FED: 30SEP17/WCD: 01DEC17\*  
 \*10 USC 2410(a) AUTHORITY INVOKED  
 SON: N3600117RC001PH  
 LABOR 7102 IAW/TI# TI-OP1-02

710209 130067207300001  
 LLA :  
 CP 1771804 8B2B 251 V5H00 0 050120 2D 000000 A00004189384  
 FS: OMN  
 FED: 30SEP17/WCD: 01DEC17\*  
 \*10 USC 2410(a) AUTHORITY INVOKED  
 SON: N0002417WX10929

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LABOR 7102 IAW/II# TI-OP1-02

710303 130067206300001  
 LLA :  
 CL 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004189139  
 FS: WCF  
 LABOR 7103 IAW/II# TI-OP1-03

710808 130067204800001  
 LLA :  
 CM 1771804 8B2B 251 V5H00 0 050120 2D 000000 A00004189030  
 FS: OMN  
 FED: 30SEP17/WCD: 01DEC17\*  
 \*10 USC 2410(a) AUTHORITY INVOKED  
 SON: N0002417WX10929  
 LABOR 7108, PARA 3.8 IAW/II# TI-OP1-08

MOD 25

720101 130068082300001  
 LLA :  
 CQ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004271950  
 FS: WCF  
 FED/WCD: 01DEC18  
 LABOR 7201 IAW/PARA 3.1

720301 130068082400001  
 LLA :  
 CR 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004272029  
 FS: WCF  
 FED/WCD: 01DEC18  
 LABOR 7203 IAW/PARA 3.3

720401 130068031800001  
 LLA :  
 CS 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004268122  
 FS: WCF  
 FED/WCD: 01DEC18  
 LABOR 7204 IAW/PARA 3.4

720501 130068023900001  
 LLA :  
 CT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004267840  
 FS: WCF  
 FED/WCD: 01DEC18  
 LABOR 7205 IAW/PARA 3.5

720801 130068019100001  
 LLA :  
 CU 1771319 84TA 255 V5H00 0 050120 2D 000000 A00004266293  
 FS: RDT&E  
 FED/WCD: 30SEP18  
 FD: N0002417WX02311  
 LABOR 7208 IAW/PARA 3.8

721001 130068214100001  
 LLA :  
 CV 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004281127  
 FS: WCF  
 FED/WCD: 01DEC18  
 LABOR 7210 IAW/PARA 3.4

721101 130068032000001  
 LLA :  
 CW 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004268127  
 FS: WCF

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FED/WCD: 01DEC18  
LABOR 7211 IAW/PARA 3.7

920101 130068082300002  
LLA :  
CQ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004271950  
FS: WCF  
FED/WCD: 01DEC18  
ODC 9201 IAW/PARA 3.1

920301 130068082400002  
LLA :  
CR 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004272029  
FS: WCF  
FED/WCD: 01DEC18  
ODC 9203 IAW/PARA 3.3

920401 130068031800002  
LLA :  
CS 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004268122  
FS: WCF  
FED/WCD: 01DEC18  
PR 1300680318-00002  
ODC 9204 IAW/PARA 3.4

920402 130068031800001  
LLA :  
CS 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004268122  
FS: WCF  
FED/WCD: 01DEC18  
PR 1300680318-00001  
ODC 9204 IAW/PARA 3.4

920501 130068023900002  
LLA :  
CT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004267840  
FS: WCF  
FED/WCD: 01DEC18  
ODC 9205 IAW/PARA 3.5

920801 130067959800001  
LLA :  
CX 1771319 84TA 255 V5H00 0 050120 2D 000000 A00004262383  
FS: RDT&E  
FED/WCD: 30SEP18  
FD: N0002417WX02311  
ODCs 9208 IAW/PARA 3.8

921001 130068214100002  
LLA :  
CV 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004281127  
FS: WCF  
FED/WCD: 01DEC18  
ODC 9210 IAW/PARA 3.4

921101 130068032000002  
LLA :  
CW 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004268127  
FS: WCF  
FED/WCD: 01DEC18  
ODC 9211 IAW/PARA 3.7

MOD 26

720201 130068364200001  
LLA :

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CY 1771319 84TA 251 V5H00 0 050120 2D 000000 A00004293074  
FS: RDT&E  
FED: 9/30/2018 WCD: 11/30/2018  
DOC #N0002417WX02234  
For SGE C5IMP support

720701 130068097500001  
LLA :  
CZ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004273520  
FS: non-expiring  
For NISE projects

920201 130068364200002  
LLA :  
CY 1771319 84TA 251 V5H00 0 050120 2D 000000 A00004293074  
FS: RDT&E  
FED: 9/30/2018 WCD: 11/30/2018  
DOC #N0002417WX02234  
For SGE C5IMP support

MOD 27

720802 130068848300001  
LLA :  
DA 1781319 84TA 255 V5H00 0 050120 2D 000000 A00004335318  
FUND DOC: N0002418WX04037  
APPN: RDTE FED: 09/30/2019

720901 130068869100001  
LLA :  
DB 1781804 60CP 251 36001 068892 2D C001PH 360018SFIOPQ  
FUND DOC: N3600118RC001PH  
APPN: OMN FED: 09/30/2018  
2410(a) Authority is being invoked  
TI-OP2-02

920802 130068848300002  
LLA :  
DA 1781319 84TA 255 V5H00 0 050120 2D 000000 A00004335318  
FUND DOC: N0002418WX04037  
APPN: RDTE FED: 09/30/2019  
TI-OP2-08

920901 130068869100002  
LLA :  
DB 1781804 60CP 251 36001 068892 2D C001PH 360018SFIOPQ  
FUND DOC: N3600118RC001PH  
APPN: OMN FED: 09/30/2018  
2410(a) Authority is being invoked  
PARA 3.2, TI-OP2-02

MOD 28

720803 130069560100001  
LLA :  
DC 97X4930 NH1K 255 77777 0 050120 2F 000000 A00004386927  
APPN: RDT&E  
FED: 9/30/18  
WCD: 9/30/18

721301 130069515400001

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LLA :  
DD 1781319 A627 255 WS010 0 050120 2D 000000 A00004384964  
APPN: RDT&E  
FED: 09/30/2019  
WCD: 09/30/2019

921301 130069515400002  
LLA :  
DD 1781319 A627 255 WS010 0 050120 2D 000000 A00004384964  
APPN: RDT&E  
FED: 09/30/2019  
WCD: 09/30/2019

MOD 29

720804 130070367000001  
LLA :  
DE 1771319 84TA 255 V5H00 0 050120 2D 000000 A00004451281  
APPN: RDT&E  
Funds expiration Date: 9/30/18  
Work Completion Date: 9/30/18

720805 130070288200001  
LLA :  
DF 1781319 84TA 255 V5H00 0 050120 2D 000000 A00004443870  
APPN: RDT&E  
FED: Funds expiration Date: 9/30/19  
WCD: Work Completion Date: 9/30/19

MOD 30

720102 130071836900001  
LLA :  
CZ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004553274  
APPN:WCF  
WCD:12/01/18  
TI-1

720202 130071966800001  
LLA :  
DJ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004561527  
FUND DOC: N0002417WX02234  
APPN: RDT&E FED: 09/30/2018 WCD: 09/30/2018  
10 U.S.C. 2410a AUTHORITY IS BEING INVOKED  
SOW PARA 3.2  
TI-2

720402 130071836700001  
LLA :  
DH 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004553272  
APPN:WCF  
WCD: 12/01/18  
TI-4

720702 130071365900001  
LLA :  
DK 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004525060  
APPN:WCF  
WCD:12/1/18



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TI-7

720806 130071966900001  
 LLA :  
 DL 97X4930 NH1K 255 77777 0 050120 2F 000000 A00004561528  
 FUND DOC N0002418WX04037  
 APPN: RDT&E FED: 9/30/2019 WCD: 12/1/18  
 SOW PARA 3.1  
 TI-8

720807 130071772700001  
 LLA :  
 DM 1781319 84TA 255 V5H00 0 050120 2D 000000 A00004548966  
 FUND DOC: N0002418WX04037  
 APPN: RDT&E FED: 09/30/2019 WCD:12/1/18  
 SOW PARA 3.8  
 TI-8

721302 130071426300001  
 LLA :  
 DN 97X4930 NH1K 255 77777 0 050120 2F 000000 A00004527529  
 FUNDING DOC:N0002418WX05765  
 APPN:RDTEN FED:09/30/2019 WCD: 12/1/18  
 TI-8

920701 130071827700001  
 LLA :  
 DP 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004552674  
 APPN:WCF  
 WCD:12/1/18  
 TI-7

921302 130071426300002  
 LLA :  
 DN 97X4930 NH1K 255 77777 0 050120 2F 000000 A00004527529  
 FUNDING DOC:N0002418WX05765  
 APPN:RDTEN FED:09/30/2019 WCD: 12/1/18  
 TI-8

MOD 31

700104 130061227500001  
 LLA :  
 BK 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003743609  
 FS: OVERHEAD  
 FED/WCD: 01DEC17  
 LABOR 7001 IAW/TI# TI-BASE-01

710102 130064284200001  
 LLA :  
 BZ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003992387  
 FS: WCF  
 FED/WCD: 01DEC17  
 LABOR 7101, PARA 3.1 IAW/TI# TI# OP1-01

710303 130067206300001  
 LLA :  
 CL 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004189139  
 FS: WCF  
 LABOR 7103 IAW/TI# TI-OP1-03

710404 130066702300001  
 LLA :  
 CG 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004150624  
 FS: WCF  
 LABOR 7104, PARA 3.4 IAW/TI# TI-OP1-04

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710501 130061119300001  
 LLA :  
 BG 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003734992  
 FS: OH  
 FED/WCD: 01DEC17  
 LABOR 7105, PARA 3.5 IAW/TI# TI-OP1-05

710702 130066685100001  
 LLA :  
 CH 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004149163  
 FS: NWCF  
 FED/WCD: 01DEC17  
 LABOR 7107, PARA 3.7 IAW/TI# TI-OP1-07

720901 130068869100001  
 LLA :  
 DB 1781804 60CP 251 36001 068892 2D C001PH 360018SFIOPQ  
 FUND DOC: N3600118RC001PH  
 APPN: OMN FED: 09/30/2018  
 2410(a) Authority is being invoked  
 TI-OP2-02

900101 130053947700002  
 LLA :  
 AG 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192601  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 ODC 9001, PARA 3.1 IAW/TI# TI-BASE-01

900201 130053805200002  
 LLA :  
 AH 1751319 84TA 251 V5H00 0 050120 2D 000000 A00003179650  
 FS: RDTEN  
 FED/WCD: 30SEP16  
 SON: N0002415WX03913  
 ODC 9002, PARA 3.2 IAW/TI# TI-BASE-02

900301 130053947800002  
 LLA :  
 AJ 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192712  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 ODC 9003, PARA 3.3 IAW/TI# TI-BASE-03

900401 130053947900002  
 LLA :  
 AK 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192713  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 ODC 9004, PARA 3.4 IAW/TI# TI-BASE-04

900501 130053948000002  
 LLA :  
 AL 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192714  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 ODC 9005, PARA 3.5 IAW/TI# TI-BASE-05

900701 130053964200002  
 LLA :  
 AN 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003192716  
 FS: OVERHEAD  
 FED/WCD: 01DEC16  
 ODC 9007, PARA 3.7 IAW/TI# TI-BASE-07

910102 130064601200001  
 LLA :  
 CA 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004014885  
 FS: WCF

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FED/WCD: 01DEC17  
ODC 9101, PARA 3.1 IAW/TI# TI-OP1-01

910202 130065206700001  
LLA :  
CC 97X4930 NH1K 255 77777 0 050120 2F 000000 A00004056827  
FS: RDT&E  
FED/WCD: 30SEP18  
SON: N0002417WX02234  
ODC 9102, PARA 3.2 IAW/TI# TI-OP1-02

910301 130061119100002  
LLA :  
BE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003734260  
FS: OH  
FED/WCD: 01DEC17  
ODC 9103, PARA 3.3 IAW/TI# TI-OP1-03

910402 130063674300001  
LLA :  
BY 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003943312  
FS: WCF  
FED/WCD: 12/01/2017  
ODC 9104, PARA 3.4 IAW/TI-OP1-04

910501 130061119300002  
LLA :  
BG 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003734992  
FS: OH  
FED/WCD: 01DEC17  
ODC 9105, PARA 3.5 IAW/TI# TI-OP1-05

910701 130061206200002  
LLA :  
BJ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003741427  
FS: OH  
FED/WCD: 01DEC17  
ODC 9107, PARA 3.7 IAW/TI# TI-OP1-07

920901 130068869100002  
LLA :  
DB 1781804 60CP 251 36001 068892 2D C001PH 360018SFIOPQ  
FUND DOC: N3600118RC001PH  
APPN: OMN FED: 09/30/2018  
2410(a) Authority is being invoked  
PARA 3.2, TI-OP2-02

MOD 32

720203 130073178100001  
LLA :  
DQ 1781319 84TA 251 V5H00 0 050120 2D 000000 A00004633994  
N0002418WX10105  
APPN: RDT&E  
FED: 09/30/2019 WCD: 09/30/2019  
PWS 3.2

720204 130073246300001  
LLA :  
DR 1781804 8B2B 251 V5H00 0 050120 2D 000000 A00004638595  
FUNDING DOC:N0002418WX10515  
APPN: OMN, FED:09/30/2018  
10 U.S.C.2410(A) AUTHORITY IS BEING INVOKED  
PARA:3.2

720808 130070288200002

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LLA :  
DF 1781319 84TA 255 V5H00 0 050120 2D 000000 A00004443870  
N0002418WX04037  
APPN: RDT&E  
PARA 3.8

721002 130072796600001  
LLA :  
DS 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004611029  
APPN: NWCF FED: 12/31/18 WCD: 12/31/18  
SOW PARA 3.6

721102 130070416000001  
LLA :  
DT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004454720  
Funding: WCF

920202 130073178100002  
LLA :  
DQ 1781319 84TA 251 V5H00 0 050120 2D 000000 A00004633994  
N0002418WX10105  
APPN: RDT&E

MOD 33

720401 130068031800003  
LLA :  
CS 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004268122  
FS: WCF  
FED/WCD: 01DEC18  
LABOR 7204 IAW/PARA 3.4

720703 130074690400001  
LLA :  
DU 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004738210  
WCF  
In support of the Technology Development Office

921301 130069515400004  
LLA :  
DD 1781319 A627 255 WS010 0 050120 2D 000000 A00004384964  
APPN: RDT&E  
FED: 09/30/2019  
WCD: 09/30/2019

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

This section is supplemented by Special Requirements. **PLEASE SEE ATTACHMENT 10.**

### CLAUSES INCORPORATED BY FULL TEXT

#### 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT means the Department of the Navy.

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

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

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

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

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply

Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

(End of Clause)

#### 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this 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

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no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

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

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

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(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in

writing to the Contracting Officer with copies to the cognizant Contract Administration

Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the

period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) 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.

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

(End of Clause)

### **5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

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

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of performance for which it is estimated the allotted amount(s) will cover are as follows:

**ESTIMATED**

**ITEM(S)    ALLOTTED TO COST    ALLOTTED TO FEE    PERIOD OF PERFORMANCE**



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(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 TBD 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 Clause)

### **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 Clause)

### **5252.242-9115 TECHNICAL INSTRUCTION (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.

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(b) Technical instructions must be within the general scope of work stated in the contract.

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

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

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

(End of Clause)

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.207-3	RIGHT TO FIRST REFUSAL OF EMPLOYMENT	MAY 2006
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATION	DEC 2014
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.216-11	COST CONTRACT - NO FEE	APR 1984
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2014
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATTING TRAFFICKING IN PERSONS	MAR 2015
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-2	PRIVACY ACT	APR 1984
52.227-1	AUTHORIZATION & CONSENT	DEC 2001
52.227-2	NOTICE & ASSISTANCE REGARDING PATENT /COPYRIGHT INFRINGEMENT	DEC 2007
52.227-11	PATENT RIGHTS – RETENTION BY CONTRACTOR	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATION	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	AUG 1996
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP 2011
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
252.204-7000	DISCLOSURE OF INFORMATION	AUG 2013
252.203-7004	DISPLAY OF FRAUD HOTLINE POSTER(S)	JAN 2015
252.204-7005	ORAL ATTESTATION OF SECURITY	NOV 2001

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REQUIREMENTS		
252.204-7003	CONTROL OF GOVERNMENT WORK PRODUCT	APR 1992
252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV 2013
252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB 2014
252.223-7006	PROHIBITION ON STORAGE, TREATMENT AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIAL	SEP 2014
252.225-7048	EXPORT CONTROLLED ITEMS	JUN 2013
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE & NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB 2014
252.227-7016	RIGHTS IN BID OR PROPOSAL INFO	JAN 2011
252.227-7017	IDENTIFICATION & ASSERTION OF USE	JAN 2011
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS	SEP 2011
252.227-7025	LIMITATIONS ON USE OR DISCLOSURE OF GFI INFO MARKED WITH RESTRICTIVE LEGENDS	MAY 2013
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR 1988
252.227-7027	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR 1988
252.227-7028	TECH DATA OR COMP SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERN.	JUN 1995
252.227-7030	TECHNICAL DATA – WITHHOLDING PAYMENT	MAR 2000
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECH DATA	JUN 2013
252.227-7038	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN 2012
252.227-7039	PATENTS –REPORTING OF SUBJECT INVENTIONS	APR 1990
252.232-7010	LEVIES ON CONTRACT PAYMENT	DEC 2006
252.246-7001	WARRANTY OF DATA	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

### 09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause,

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shall not exceed five years.

(End of Clause)

**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

Option 1 Items, listed below, latest option exercise date is one day prior to expiration of the Base period.

7101, 7102, 7103, 7104, 7105, 7106, 7107, and 7108  
9101, 9102, 9103, 9104, 9105, 9106, 9107, and 9108

Option 2 Items, listed below, latest option exercise date is one day prior to expiration of Option 1.

7201, 7202, 7203, 7204, 7205, 7206, 7207, and 7208  
9201, 9202, 9203, 9204, 9205, 9206, 9207, and 9208

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

(c) The total duration of this Task Order, including the exercise of any options under this clause, shall not exceed \_ :.

(End of Clause)

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

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed :

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

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

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

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

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

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

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

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

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

(End of Clause)

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR MAY 2014  
FEDERAL HIRES**

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

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

Employee Class	Monetary Wage -- Fringe Benefits

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(End of Clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

(7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state



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of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

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

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

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

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

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

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

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

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

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

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

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the

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technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party,

except that the Government may reproduce, release, or disclose such data or authorize

the use or reproduction of the data by persons outside the Government if—

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

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

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

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

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

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

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not

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require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data

as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

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

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

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

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

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agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS);  
or

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

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

(3) Limited rights.

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

covered Government support contractors;

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient

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

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

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

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

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## LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) Special license rights markings.

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

### SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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



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rights, shall—

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

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

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

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

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

(End of Clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would

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require only minor modification to meet the requirements of this contract.

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

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

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

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

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

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

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

(7) “Developed” means that—

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

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

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

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

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

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling

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price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

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

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

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

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

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

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

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

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

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

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify,

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reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

(ii) Government purpose rights shall remain in effect for a period of five years unless a different

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

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

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

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

(3) Restricted rights.

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

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

(iii) The Contractor acknowledges that—

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

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

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

may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at

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[252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights.

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or (2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.



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

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

\_\_\_\_\_

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Signature \_\_\_\_\_

(End of identification and assertion)

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

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

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

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

**GOVERNMENT PURPOSE RIGHTS**

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software

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

(End of legend)

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

#### RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) Special license rights markings.

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

#### SPECIAL LICENSE RIGHTS

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

\_\_\_\_\_(Insert contract number)\_\_\_\_, License No. \_\_\_\_ (Insert license identifier)\_\_\_\_. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

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

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

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

(End of clause)

## **52.244-2 SUBCONTRACTS (OCT 2010)**

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

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

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

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

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

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

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- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:
- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for

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

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

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

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

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

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

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

(End of Clause)

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## **SECTION J LIST OF ATTACHMENTS**

Cost Summary Format

Supporting Cost Data

DCAA Rate Check Form

Past Performance Questionnaire

Certificate of Non-Dislosure

Previous Contracting Efforts

Wage Determination 05-2071

Quality Assurance Surveillance Plan

DD-254

Special Requirements

Contract Data Requirements List

Data Item Description

Wage Determination 2015-5625, Rev 1, Dated 04/20/2016