

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4148		2. DELIVERY ORDER NO. N0017419F3004		3. EFFECTIVE DATE 2019 Mar 29		4. PURCH REQUEST NO. 1300778957		5. PRIORITY DO-C9		
6. ISSUED BY NSWC IHEODTD 4081 North Jackson Road Indian Head MD 20640-5116 Tracy R Scott/022TS 301-744-6195			CODE N00174		7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151			CODE S2404A		
					SCD: C			8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)		
9. CONTRACTOR TSM 1835 Alexander Bell Drive, Ste 210 Reston VA 20191			CODE 9R448		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED	
					12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW					
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G					
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		
								MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	x	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.							
	PURCHASE		Reference your _____ furnish the following on terms specified herein.							
			ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
TSM			Wendy E. Sanford Senior Director of Contracts							
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)	
If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule										
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule									
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA			25. TOTAL			
				BY: /s/Audrey A Cosgrove			03/29/2019		26. DIFFERENCES	
							CONTRACTING/ORDERING OFFICER			
27a. QUANTITY IN COLUMN 20 HAS BEEN										
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:								
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
					FINAL					
f. TELEPHONE			g. E-MAIL ADDRESS							
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT				34. CHECK NUMBER	
					COMPLETE					
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL				35. BILL OF LADING NO.	
					FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.

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GENERAL INFORMATION

TSM Corporation's small business subcontracting plan dated 9 October 2018 is hereby incorporated into this task order.

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 - Engineering, Logistics and technical support in accordance with the Performance Work Statement. (Fund Type - TBD)	63360.0	LH	██████████	██████████	██████████
700001	R425	Technical Instruction #3 (Fund Type - OTHER)					
700002	R425	Technical Instruction #3 (Fund Type - OTHER)					
700003	R425	Technical Instruction #3 (Fund Type - OTHER)					
7100	R425	Option Year I - Engineering, Logistics and technical support in accordance with the Performance Work Statement. (Fund Type - TBD) Option	63360.0	LH	██████████	██████████	██████████
7200	R425	Option Year II - Engineering, Logistics and technical support in accordance with the Performance Work Statement. (Fund Type - TBD) Option	63360.0	LH	██████████	██████████	██████████
7300	R425	Option Year III - Engineering, Logistics and technical support in accordance with the Performance Work Statement. (Fund Type - TBD) Option	63360.0	LH	██████████	██████████	██████████
7400	R425	Option Year IV - Engineering, Logistics and technical support in accordance with the Performance Work Statement. (Fund Type - TBD) Option	63360.0	LH	██████████	██████████	██████████

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
7999		Not separately priced in support of CLINs 7000 through 7400. In accordance with CDRLS A001 through A007. The Government shall have unlimited data rights to all data generated IAW DFARS 252.227-7013 unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. All data generated under this procurement has been paid for, in full, by the Government.	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Base Year - ODC in support of CLIN 7000 NTE [REDACTED] (Fund Type - TBD)	1.0	LO	\$ [REDACTED]
9100	R425	Option year I - ODC in support of CLIN 7100 NTE [REDACTED] (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]
9200	R425	Option Year II - ODC in support of CLIN 7200 NTE \$ [REDACTED] (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]
9300	R425	Option Year III - ODC in support of CLIN 7300 NTE \$ [REDACTED] (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]
9400	R425	Option Year IV - ODC in support of CLIN 7400 NTE \$ [REDACTED] (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours specified in Section B to perform the requirements of the Performance Work Statement provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) and LEVEL OF EFFORT - ALT 1 clauses apply to these Items. The Government estimate is 63,360 man-hours per year, with the labor mix recommended in Section L, Table 1. Offerors may deviate from the provided labor mix but must propose a total of 63,360 total hours per year. The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

*FEE IS NOT ALLOWED ON ODCS. THE ODCS ARE NOT TO EXCEED AMOUNTS THAT ARE INCLUSIVE OF ANY ASSOCIATED INDIRECT RATES.

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

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

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

HQ B-2-0007 - LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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

HQ B-2-0015 - PAYMENTS OF FEE(S) (LEVEL OF EFFORT ALTERNATE 1) (NAVSEA) (MAY 2010) (Applicable to CLIN 7000 and if exercised CLINS 7100 through 7400).

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

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

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)

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

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

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

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

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

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

This entire task order is Cost-Plus-Fixed-Fee (CPFF), Level of Effort (LOE) with the exception of the ODC CLINs, which are cost-reimbursable. ODCs are Not-To-Exceed (NTE) under this task order.

CPFF CLINS:

7000 through 7400

Cost Only CLINS:

9000 through 9400

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

for

Special Operation Forces

Engineering, Logistics, Technical and Program Management Support

1.0 GENERAL

1.1 Introduction

The Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division, (NSWC IHEODTD) and its detachments are responsible for providing engineering, logistics, technical, and program management support services to the Joint Forces (Navy, Marine Corps, Army and Air Force).

The customers for this requirement are NSWC IHEODTD and its detachments, the Naval Special Warfare Command, Joint DoD Agencies and the Joint Munitions Command. This task order will assist NSWC IHEODTD in providing support services to the Joint Forces.

This Seaport-e Task Order (TO) is for support services only and incidental materials. Incidental materials are those materials that the contractor needs for the execution of the services. Incidental materials associated with the services will be accounted for at the individual Technical Instruction level.

This will be an incrementally funded task order with Technical Instruction (TI)

1.2 Background (For Information Purposes Only)

The US is confronted with a wide spectrum of threats ranging from conventional attack to unconventional/irregular warfare. These threats represent a constantly shifting array of offensive measures against U.S. interests comprising insurgency, terrorism and counter-intelligence operations.

Special Operation Forces (SOF) are focused on conducting direct and indirect operations. They are tasked to provide operational support to the entire spectrum of missions. In order to effectively confront the enemy's ability to change its offensive capabilities, SOF units require a wide spectrum of training that will help develop and sustain their capabilities. Naval Special Warfare combat units operate in a joint environment. Accordingly, areas of joint and interagency integration and collaboration encompass all manner of operations in both foreign and domestic arenas and can include infrastructure protection, mission assurance planning and implementation, joint training design and execution, and operational lessons learned.

Naval Expeditionary Program Office (NEPO) focuses on next generation capability, serves as the primary representative for cross-SYSCOM and joint initiatives, and provides oversight of current year execution.

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1.3 Scope

This Performance Work Statement (PWS) defines engineering, logistics, technical and program management support service required to augment NSWC IHEODTD and its detachments technical support to the Navy and Joint Forces in respect to current and emerging joint war fighting and intelligence alteration support and trainee. Program management support includes strategic planning, modernization and analysis.

The Contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government, nor perform any inherently governmental functions. The Contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. At all times, Contractor personnel will wear appropriate identification, identifying themselves as Contractor personnel. At all meetings, conferences, or sessions with Government personnel, Contractor personnel shall clearly identify their status as contractor employees. All reports delivered under this contract are the property of the U.S. Government.

No Construction, Catering, Video Production, procurement of Information Technology (IT) is authorized under this TO. The Contractor shall not act as a procurement organization for the Government. This is not a supply support task order. In support of this task order the Contractor will not be working with explosives. This task order is not for the procurement of security/police/guard/protection personnel support services. Because Seaport-e task orders are not for the procurement of non-incident material, supplies or property, Contractor shall not provide any of the aforementioned prohibited items.

2.0 REFERENCE DOCUMENTS

Unless otherwise specified herein, the following documents form a part of this Performance Work Statement and are to be used for general guidelines only.

Military Standards

MIL-STD-973	Configuration Management Programs
MIL-STD-1379-D	Military Training Programs
MIL-STD1521B Software	Technical Reviews and Audits for Systems, Equipment, and Computer
CJCSI 3020.01 Systems (usa-federal-forms.com)	Managing, Integrating, and using Joint Deployment Information
DoD Joint Logistics Vision 2020	www.dtic.mil/dtic/tr/fulltext/u2/a526044.pdf

Mil-STD can be assessed through <https://assist.dia.mil>

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3.0 REQUIREMENT

3.1 Operational Support

3.1.1 The Contractor shall provide logistics support in the following areas: maintenance planning, level of repair analysis, technical documentation, test and evaluation, component repair/rework, supply and test equipment, and logistic support analysis. Specific tasking shall include the following:

- Perform document control, document archiving, and document revisions on NSWC IHEODTD and its detachments programs to include Naval Special Weapon Systems (work performed at NSWC IHEODTD McAlester Detachment) to include the Tomahawk Weapons Program.
- Formulate, develop and produce required logistics requirements/planning documentation IAW CDRL A002 Technical Report – Study/Services

- Conduct Test and Evaluation of installed equipment or equipment candidate that are being considered for use by the Government.

- Collect, analyze and enter data into the Naval Logistics Command Management Information System (NALCOMIS)

- Evaluate operational data and formulate component repair/rework recommendations to support the Fleet Readiness Center (FRC) initiative

- Provide logistics supply support in the areas of; range maintenance, ordnance support on ammunition orders, maintenance and production, inventory accountability, tracking and disposal.

- Conduct applied research on computer-based training (CBT) in the operational environment and correlate to Navy requirements

- Conduct security awareness training.

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3.1.2 The Contractor shall provide programmatic support services for equipment/systems and associated components and peripheral equipment to include maintenance, asset management, technical documentation, training curriculum and documentation support. These efforts shall include logistics planning, resource management, training materials, certification implementation, life cycle planning, equipment deactivation, equipment disposal and post production support.

3.1.3 The Contractor shall support joint/interagency operations assisting in the assessment, design, development, and test and evaluation of existing and prospective processes. Logistics support efforts may be required between the US and its allies supporting ammunition modernization related tasks. These tasks include environmental impacts and demilitarization.

3.1.4 The Contractor shall provide NSWC IHEODTD and its detachments inventory control, maintenance support and demilitarization for munitions. These tasks include engineering design and development of equipment/systems to meet and or enhance the deployment of munitions to Joint forces in both CONUS and forward deployed environments OCONUS.

3.2 TRAINING SUPPORT

The Contractor shall provide the following as it relates to training expertise:

3.2.1 Systems Approach to Training (SAT) Expertise: Efforts shall include the analysis of training requirements to determine training objectives; development of training plans to achieve course objectives IAW CDRL A002 Technical Report – Study/Services; and to assess the effectiveness of these changes once they are implemented. The Contractor must understand SAT process when conducting the Course of Instruction (COI) lesson plan analysis; development of new concepts and classes; as well as integrating new advancements into the course.

3.2.2 Program of Instruction Analysis and Improvement: The Contractor shall provide continuous research and development of new and emerging Technical Training Plans (TTPs) applicable to the subject area or in response to emerging threats. The Contractor shall develop new classes or modules based on foreseen training requirements while ensuring lesson plans are updated to reflect new TTPs. All changes will need to be coordinated with the DoD Curriculum Instructions and Standards Office (CISO) prior to implementation.

3.2.3 Conception, modeling, development and coordination of exercise scenarios: This includes an analysis of Joint training objectives and other factors such as student qualifications, experience and training, and developing an exercise plan to meet these goals. Additional requirements include inter-agency coordination, intelligence scripting, logistical coordination, identifying training resources such as transportation, supplies, personnel, ammunition, equipment and other logistical requirements to support the exercise.

3.2.4 Instruction related to survival, evasion, resistance, escape and recovery training as well as cyber security and techniques to avoid compromise of electronic information shall be included

3.2.5 The Contractor shall provide training support for operation and maintenance of SOF unique

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watercraft and equipment for training schools, such as the Naval Small Craft Instruction and Technical Training School (NAVSCIATTS). Support shall include maritime specialists to provide logistics support in repair maintenance procedures, preventative maintenance, technological developments and operation of SOF watercraft.

3.2.6 The Contractor shall provide qualified personnel as illustrated in the Personnel Qualification who are fluent in Spanish to assist International Military Students (IMS) in the indoctrination of policy and procedures of NAVSCIATTS and other Joint training school commands during training cycles. These efforts require the Contractor to have an extensive background in configuration management and be knowledgeable in all aspects of Secret Internet Protocol Router Network (SIPRNET) and Non-Secure Protocol Router Network (NIPRNET) systems, as well as information security measures as defined by SOCOM and Naval Special Warfare Command (NAVSPECWARCOM) policy and procedures.

3.2.7 The Contractor shall also provide support to assist with planning and organizing activities associated with NAVSCIATTS operations. The Contractor shall establish a safety program that complies with the Navy Occupational Safety and Health Program (NAVOSH).

3.3 PROGRAM MANAGEMENT SUPPORT

3.3.1 The Contractor shall assist in the development of management plans and strategies, milestone planning and tracking, evaluations of program schedules, and deliverables IAW CDRL A005 Integrated Master Schedule as well as developing technical program planning and control documents IAW CDRL A001 Contracting Officer's Management Report.

The contractor shall organize, attend or host, and facilitate program meetings and reviews. The contractor shall assist in preparing and coordinating the agenda to meetings, prepare presentation materials, host and/or participate in actual meeting as well as drafting minutes and action items IAW CDRL A006 Report, Record of Meeting/Minutes.

3.3.2 Kickoff Meeting

There shall be a Government/Contractor kickoff Meeting to establish Government/Contractor interfaces within 15 business days after task order award, or as mutually agreed to in writing by the Government and the Contractor. The anticipated meeting objectives shall include a face to face meeting between key personnel, team introduction, general program discussions, as well as more specific information in regards to the supported programs. The Contractor shall provide meeting minutes for the Government review and approval within 10 business days from the completion of the meeting IAWCDRL A004.

3.3.3 Meetings and Reviews

The Contractor shall provide support for training events which include: Integrated Logistics Support Planning, In Progress Reviews (IPRs), Training Orientation/Plans, Preliminary Design Reviews (PDRs), Critical Design Reviews (CDRs), and Test Readiness Reviews (TRRs) IAW CDRL A003 Conference Agenda and (CDRL A004) Conference Minutes. The Contractor shall

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assist with conducting Program Management Reviews (PMRs), and the site, date and time of each shall be mutually agreeable between the Contractor and the Government in writing. The Contractor shall assist in preparing and coordinating the agenda to key meetings; prepare presentation materials; host and/or participate in meetings, and draft minutes and action items IAW CDRL A006. The Contractor shall provide administrative and clerical assistance to support the technical work performed under this task order.

3.3.4 Task Management

Support shall include assessing project progress and ensuring visibility to assure on-time completion of program requirements. The Contractor shall use best industry practices ISO 9001:2000 Quality Management System Standards. The Contractor shall provide program and project management support to identify and mitigate program risks. The Contractor shall research and analyze technical and management information and data, costs, performance trends, and project progress on reported programs. The Contractor shall participate in program design reviews, technical reviews, audits, and discussions, and shall provide the program office with management assessment reports IAW CDRL A002 Technical Report – Study/Services.

3.3.5 Financial Management

The Contractor shall provide financial management services. The services will include day-to-day financial support, business process improvement support, and administrative functions. The Contractor shall assist with defining, developing, analyzing, and monitoring program financial data such as reconciliation of Cost Performance Reports (CPRs) and Cost Schedule Status Reports (CSSRs).

4.0 Reporting Requirements

4.1 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)

The Contractor shall report Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this Task Order for providing support services to the Joint Forces via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- 1) W, Lease/Rental of Equipment;
- 2) X, Lease/Rental of Facilities;
- 3) Y, Construction of Structures and Facilities;
- 4) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY;
- 5) S, Utilities ONLY;
- 6) V, Freight and Shipping ONLY.

The Contractor is required to completely fill in all required data fields using the following web address www.ecmra.mil

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Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, at DoD.ECRMA.Support.Desk@mail.mil

4.2 Electronic Cost Reporting and Financial Tracking (eCRAFT)

(a) The Contractor shall upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the Contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. (CDRL A007)

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

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: [http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC Newport/Partnerships/Commercial-Contracts/Information-eCraft-/](http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC%20Newport/Partnerships/Commercial-Contracts/Information-eCraft/) under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafter.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

The Contractor shall submit their reports on the same day and for the same timeframe the Contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS

There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

HQ D-1-0001 DATA PACKAGING LANGUAGE (JUL 2016)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

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

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

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

1. Name and business address of the Contractor
2. Contract number
3. Task order number
4. Whether the contract was competitively or non-competitively awarded
5. Sponsor:

(Name of Individual Sponsor)

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(Name of Requiring Activity)

(City and State)

TRANSPORTATION OF EQUIPMENT/MATERIAL. Upon completion of this order, all government furnished and contractor purchased property, hardware, COTS, software, manuals, instruction guides, logs, source code, scripts, database schemas, tables, triggers, stored procedures and data shall be securely packed and shipped by the Contractor to a location to be provided by the government representative at Contractor expense.

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SECTION E INSPECTION AND ACCEPTANCE

NOTE: Inspection and Acceptance will be performed by the Contracting Officer's

Representative (COR) identified as the Task Order Manager (TOM) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.

CLAUSES INCORPORATED BY REFERENCE

CLAUSES INCORPORATED IN 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. **Note that not all Data deliverables will be specified on CDRL DD Form 1423. Inspection and Acceptance for some data will be specified at the Technical Instruction level.*

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

Applicable to CLIN 7000 and if exercised CLINS 7100 through 7400

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government. **Note that the COR is identified in Section G of this Task Order.*

INSPECTION AND ACCEPTANCE LANGUAGE FOR ODCs

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a

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designated representative of the Government specified in an applicable TI. *Note that the COR is identified in Section G of this Task Order.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	3/29/2019 - 3/28/2020
9000	3/29/2019 - 3/28/2020

The basic effort to be performed under this task order, shall be completed within a period of twelve (12) months for the base year, with Four One-Year Options to be exercised if deemed in the best interest of the government.

The task order period of performance shall not exceed the period of performance of the Seaport Contract.

CLAUSES INCORPORATED BY REFERENCE

52.247-34 F.O.B. DESTINATION (NOV 1991)

CLAUSES INCORPORATED IN FULL TEXT

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 Items are as follows:

ITEMS FROM	TO
7000 03/29/2019	03/28/2020

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

ITEMS FROM	TO
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7100	03/29/2020	03/28/2021
7200	03/29/2021	03/28/2022
7300	03/29/2022	03/28/2023
7400	03/29/2023	03/28/2024
9100	03/29/2020	03/28/2021
9200	03/29/2021	03/28/2022
9300	03/29/2022	03/28/2023
9400	03/29/2023	03/28/2024

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS
(JUN 2011)

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. *Note that not all Data deliverables will be specified on CDRL DD Form 1423. Inspection and Acceptance for some data will be specified at the Technical Instruction level.

SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES BY REFERENCE

252.232-7003 -- ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

CLAUSES INCORPORATED IN FULL TEXT

PGI 204.7108 Payment instructions.

See DFARS [204.7108](#), [DFARS/PGI view](#))

(a) Scope. This section applies to contracts and orders that are funded by multiple accounting classification citations and—

(1) Include deliverable line items or deliverable subline items (see FAR 4.1005-1) that are funded by multiple accounting classification citations;

(2) Contain cost-reimbursement or time-and-materials/labor-hour line items; or

(3) Authorize financing payments.

(b) For contracts and orders covered by this subpart—

(1) The contracting officer shall insert the table at (b)(2), or a link to the table at (b)(2) (https://www.acq.osd.mil/dpap/dars/pgi/pgi_hm/current/PGI204_71.htm#payment_instructions), in Section G of the contract, or equivalent, including contracts with incrementally funded line items. When some, but not all, of the fixed price line items in a contract are subject to contract financing payments, the contracting officer shall clearly identify to which line items the payment clause(s) included in Section I apply.

(2) The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table below based on the type of payment request submitted (see DFARS [252.232-7006](#)) and the type of effort.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item,

Time-and- Materials and Labor-Hour Contracts					the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under	Invoice	X	X	N/A	Line Item Specific proration. If there is more

Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers					than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated

					funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting

					officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(c) Reserved.

(d) The numbered payment instructions ((d)(1) through (11)) are replaced by the table at paragraph (b)(2) of this section.

(12) Other. If none of the payment instructions identified in paragraph (b)(2) of this section are appropriate (i.e., multiple lot progress payments), the contracting officer may insert other payment instructions, provided the other payment instructions—

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration office. A copy of the agreement will be kept in the contract file.

HQ G-2-0002 CONTRACTOR'S FACILITY ADDRESS (SEPT 1992)

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.

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HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE (JUN 2011)

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

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

NSWC IHEDOTD

Ms. Dawn Tolson

Telephone: (301) 744-5748

E-mail: Dawn.Tolson@Navy.Mil

OTHER POINTS OF CONTACT – The Government points of contact for this Task Order are as follows:

OMBUDSMAN

NSWC IHEDOTD

Ms. Jennifer Barnidge

Telephone: 301-744-6638

E-mail: Jennifer.Barnidge@[navy.mil](mailto:Jennifer.Barnidge@navy.mil)

PURCHASE OFFICE REPRESENTATIVE (POR)*

NSWC IHEODTD

Attn: Tracy R. Scott

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Telephone: 301-744-6195

E-mail: Tracy.R.Scott@navy.mil

*Note that the POR is the Contract Specialist

PROCURING CONTRACTING OFFICER (PCO)

NSWC IHEODTD

Attn: Audrey A. Cosgrove

Telephone: 301-744-1019

Email: Audrey.Cosgrove@navy.mil

The Government reserves the right to unilaterally change the points of contacts at any time.

TYPE OF ORDER

This task order is a Cost-Plus-Fixed-Fee (CPFF) type for labor line items and cost-only for ODCs. The contractor shall devote the specified level of effort for the time period(s) stated in Section F and H, as applicable.

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the 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.

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

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

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

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

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

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

- b. *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- c. *WAWF access.* To access WAWF, the Contractor shall—
- 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. 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.
 3. Document type. The Contractor shall use the following document type(s). Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

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

Government / Government

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00174
Admin DoDAAC	S2404A
Inspect By DoDAAC	N/A
Ship To Code	See Section F
Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DoDAAC)	N00174
Service Acceptor (DoDAAC)	N00174
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

6. *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.
7. *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

N/A

WAWF point of contact.

1. The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact, Tammy Winters at

Tammy.Winters@navy.mil

2. For technical WAWF help, contact the WAWF helpdesk at 866-618-5988, or WAWFHQ@navy.mil

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**SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE
(NAVSEA/NSWC IHEODTD) (DEC 2017)**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division, are:

HOLIDAYS*

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link:

<http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Contracts Department and Receiving Branch are as follows:

AREA	FROM	TO
INDIAN HEAD CAMPUS (Maryland):		
Contracts Office (BLDG. 841)	7:30 A.M.	4:00 P.M.
Receiving Office (BLDG. 116)	7:30 A.M.	11:30 A.M.
	12:30 P.M.	3:30 P.M.
EOD CAMPUS (Maryland):		
Receiving Office (BLDG. 2195)	7:30 A.M.	3:30 A.M.
PICATINNY CAMPUS (New Jersey):		
Contracts Office (BLDG. 61N)	7:30 A.M.	4:00 P.M.
Receiving Office (BLDG. 3355)	7:00 A.M.	3:30 A.M.

If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

4. NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division is a tenant of the Naval Support Activity South Potomac (NSASP) at Indian Head. Access to the NSASP at Indian Head Explosive Ordnance Disposal Technology Division shall be in accordance with NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Command Security Policy requirements.

Routine Physical Contractor Access to a Federally-controlled Activity

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1. Activity Regulations

All contractor personnel employed on the Activity shall become familiar with and obey all Activity regulations including but are not limited to installation access control policy, safety, traffic and security regulations. The contractor in the performance of work requirements must comply with these regulations.

2. Personally Identifiable Information (PII)

Personally Identifiable Information is information that can be used to distinguish or trace someone's identity. It includes information such as name, social security number, date and place of birth, mother's maiden name, and biometric records, including any other personnel information which is linked to an individual. When submitting any of this information in electronic communication methods ensure the subject line indicates "For Official Use Only (FOUO) Privacy Sensitive". Contractors who work with records that contain the aforementioned sensitive information are responsible for protection of PII. Failure to safeguard PII can result in identity theft as well as can result in criminal penalties against the individual and civil penalties against the agency. In order to protect PII, all documentation utilized by Naval Support Activity South Potomac (NSASP) for vetting and determining the fitness of individual requesting and/or requiring access to NSASP installations will be destroyed.

3. Citizenship

Individuals working on this contract must be U.S. citizens, immigrant/resident aliens who hold a current resident alien card with a photo; either the I-551 with a photo and without an expiration date or who hold the new type I-766 Employment Authorization Card (with magnetic strip, photo, hologram) issued by Homeland Security in their possession in order to enter the installation. As is the case with anyone allowed access to the installation, these individuals must also have a current driver's license or state issued identification card.

Resident aliens or those with a Homeland Security I-766 may work in the general or restricted areas but cannot enter or work inside technical buildings unless authorized by the cognizant command.

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Those with any other type of work permit, resident cards with expiration dates, visas, etc. will not be granted access.

4. Expected Visitor

Submission of personal information is required for the purpose of vetting individuals to ensure fitness for access to military installations, to include criminal record and sex offender registry status. In accordance with the Office of the Chief of Naval Operations (OPNAV), OPNAVINST 1752.3 dated 27 May 2009 sex offenders are prohibited from accessing Navy facilities. Information obtained will be destroyed once verified. Non-compliance in providing personal information will result in denial of access.

An expected visitor must identify the Company Name along with address, Date of the Visit, Visitor Name (first name, middle initial and last name), Social Security Number (SSN), Date of Birth, Citizenship, Driver's License or State issued ID (State issued, photo ID number and expiration date), Building Number Visiting, Point of Contact and Telephone number not later than five working days before the required visit to the Contracting Officer Representative (COR).

Prior to granting access, the aforementioned expected visitor information is required to be submitted to the COR.

On the day of the arrival, the person must bring their photo identification, vehicle registration and proof of insurance card. All visitors must stop at the Activity pass office for clearance.

5. Recurring Vendors, Contractors, Suppliers and Other Service Providers

NOTE: NSWC IHEODTD Picatinny Location is excluded from the DBIDS Credential System. The NSF Stump Neck Pass Office, Building 2185 CANNOT issue contractor DBIDS passes.

NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division has implemented the Defense Biometric Identification System (DBIDS) credentialing for contractors, vendors, and supplies requiring access to Navy Installations in the Continental United States, Hawaii, and Guam. DBIDS is a Department of Defense (DOD) system developed by the Defense Manpower Data Center (DMDC) as a force protection program designed to manage personnel, property and installation access for the DOD. This system increases installation security and communications by receiving

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frequent database updates on changes to personnel/credential status, law enforcement warrants, lost/stolen cards, and force protection conditions. Individuals currently using the Navy Commercial Access Control System (NCACS) credential for installation access are required to switch to a DBIDS credential no later than 14 August 2017. After 14 August 2017, the NCACS credential will no longer be valid for access to Navy Installations. There is no cost to obtaining a DBIDS credential The following DBIDS Information is provided:

4.5.1 Obtaining DBIDS Credentials, currently having an NCACS card:

Present your NCACS Card and a completed copy of the SECNAV FORM 5512/1 to a representative at the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Pass and ID Office. The Pass and ID Office will pull up your information in the computer, ensuring all information is current and correct. Once your information is validated, a temporary DBIDS credential is provided. Your temporary credential will have an expiration date, prior to which you will need to obtain your permanent DBIDS credential within 180 days. For each additional US Navy installation to which you need access, at the first visit you only need to bring your DBIDS credential and statement of purpose for access when arriving at their Visitor Control Center. The representative will enter base access authorization and then you may proceed to work.

4.5.2 Obtaining DBIDS Credentials, currently NOT having an NCACS card:

The following information must be provided to NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Pass and ID Office. 1.) Letter or official document from your government sponsoring organization that provides the purpose for your access, 2). Present valid identification, such as a passport or Real ID Act-complaint state driver's license, and 3) present a completed copy of the SECNAV 5512/1 (Department of the Navy Local Population Card/Base Access Pass Registration) form to obtain your background check. Upon completion of the background check the Pass and ID Office representative will complete the DBIDS enrollment process, which includes your photo, finger prints, base restrictions, and several other assessments; after all this has been completed you will be provided with your new DBIDS credential for base access. Note: To determine if your state driver's license is Real ID Act-complaint visit the following website: <https://www.dhs.gov/real-id>

4.5.3 DBIDS Entry

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After obtaining DBIDS credentials, employees present them to the officer at the entry control point to request entry to NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division. Participants must wear and display their credential at all times while on the installation.

6. Activity Identification Badges

Security badges will be issued by the Government only to those contractor personnel who require access to NAVSEA, Naval Surface Warfare Center, Indian Head Explosive Ordnance Disposal Technology Division (NSWC IHEODTD), Naval Support Activity South Potomac (NSASP) in connection with work to be performed under this contract. Approval for such issuance may only be granted by the COTR, Ordering or Contracting Officer. As contained in the DON Homeland Security Presidential Directive-12 (HSPD-12) dated 22 December 2011 policy, a National Agency Check with Inquiries (NACI) investigation with a favorable fingerprint result are the basis for the issuance of a Common Access Card (CAC). However, the Commanding Officer is the final adjudicating official for CAC issuance and will be based on OPM Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12. The command, during the adjudication, has the flexibility to apply the supplemental credentialing standards delineated in OPM Final Credentialing Standards for Issuing Personal Identity Verification Cards, in addition to the six basic standards if information is developed during the credentialing process that may present an unacceptable risk to the life, safety, or health of employees, contractors, vendors or visitors.

Contractors that require routine access to the installation shall obtain an identification badge accordance with Naval Support Activity South Potomac installation access control procedures.

Contractor employees shall submit an application for badge requests to the COR by providing their personal information such as Company Name and Address, Name (last name, first name and middle initial), SSN, Date of Birth, Citizenship, Driver's License or State issued ID (State issued, photo ID number and expiration date). Any lost or stolen badges shall immediately be reported to the COR along with the Security Office.

7. Badge Returns

Notify the Physical Security Office and the COR of all terminations of employees to ensure access levels are removed and all badges issued to the person by the Activity are returned.

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8. Installation Traffic and Parking Regulations

All contractors at NSASP are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), and NSASP regulations, policies and appropriate supported command instructions. All provisions of Virginia and Maryland vehicle codes apply unless one of the aforementioned regulations or policies is more restrictive.

Contractors must comply with NSASP Instruction 5560.1 dated 26 February 2009 for traffic control, parking control and traffic court at the Naval Support Activity, South Potomac installations for NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division. This aforementioned instruction is located on the internet website, <http://dahlgrensharks.com/docs/NSASPINST%205560.1%20Installation%20Traffic%20&%20Parking%20Regulations.pdf>. Any violations of the instruction, Navy or DoD regulation or policy, or state or federal laws may result in a wide range of penalties. These may include but are not limited to: criminal charges, civil charges, vehicle towing, vehicle impoundment at owner's expense, and/or other administrative or legal action up to and including removal of vehicle or individuals from the confines of NSASP installations.

Privately owned vehicles that operate on the Activity must comply with state inspection requirements of the state in which the vehicle is registered.

Regardless of status, all vehicles and personnel entering and exiting the Activity shall be subject to searches to ensure the overall readiness of the Activity.

All drivers entering shall possess a valid driver's license, issued by competent authority, on their person when operating a motor vehicle. In addition, all vehicles shall have a current registration, license plates, and proof of insurance.

All personnel onboard the Activity are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), NSASP regulations and State laws, policies and appropriate supported commands instructions in support of the mission.

9. Smoking Policy

Smoking is prohibited within and outside of all buildings on the installation activity except

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in designated areas. Discarding tobacco materials other than into designated tobacco receptacles is considered littering and is subject to fines. Matches or lighters and other spark/flame producing devices are prohibited in the Activity restricted area. Only installed electric lighters shall be allowed in designated smoking areas. A vehicle is not a designated smoking area.

10. Hand Held Cellular Devices and Earpieces

11. All vehicle operators onboard the Activity shall not use cell phones unless the vehicle is safely parked or unless they are using a hands free device. Use of cellular phones, CB radios, walkie-talkies, and other portable radio transmitters is prohibited in the restricted areas beyond NSASP NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division unless approved by the hazards of electromagnetic radiation to ordnance (HERO) program manager.

12. Restrictions on Electronic Devices – In accordance with NAVSEA Instruction 5510.2C dated 7 August 2012 entitled “NAVSEA Access and Movement Control” designates that any device or equipment capable of recording, transmitting, or exporting photographic images or audible information of any kind is strictly prohibited within all NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division buildings and detachments.

1. Photographic Equipment

Photographic equipment of any kind is prohibited within the restricted area unless a camera permit is approved by their command and issued by the Activity Pass and ID.

2. Early Dismissal and Closure of NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Facilities

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they

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shall go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors shall monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

External local media (television and radio) will be used to communicate the working status for employees of NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division for inclement weather. Ensure to look/listen for the notifications specific to NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division.

Television Stations:

WRC-TV – Channel 4
[/?nid=667](http://www.wrc.com/?nid=667)

Fox – Channel 5

ABC News – Channels 7 and 8

WUSA – Channel 9

WJZ-TV – Channel 13 (CBS – Baltimore)

Radio Stations:

WTOP – 103.5 FM (<http://www.wtop.com>)

WSMD – 98.3 FM

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat or a facility related problem), on site contractors will continue working established work hours off site as permitted by parent company policy or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the nonworking hours to the contract or task order.

Non-essential contractor personnel are not permitted to remain or work at a Government facility when the facility is closed to Federal employees and/or early dismissal of Federal employees.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closing in accordance with FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the contract or task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allow ability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy

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Accounting Data

SLINID	PR Number	Amount

700001	130077895700001	██████████
LLA :		
AA 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004994696		
700002	130077895700002	██████████
LLA :		
AA 97X4930 NH1F 251 77777 0 050120 2F 000000 A10004994696		
700003	130077895700003	██████████
LLA :		
AA 97X4930 NH1F 251 77777 0 050120 2F 000000 A20004994696		

BASE Funding ██████████
Cumulative Funding ██████████

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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5252.216-9122 LEVEL OF EFFORT (ALTERNATE 1) (May 2010)

- a. The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **316,800** 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 _____N/A man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

- d. The level of effort for this contract shall be expended at an average rate of approximately _____N/A 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

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proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

- h. Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of

man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

- i. Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An

alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes

unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

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

<u>ITEM(S)</u>	<u>\$ ALLOTTED TO COST</u>	<u>\$ ALLOTTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>

7000	\$ [REDACTED]	\$ [REDACTED]	3/29/2019 - 3/28/2020
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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 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.

eCRAFT LABOR CATEGORY CROSSWALK

The Contractor shall utilize the below Labor Categories as part of the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) report submittal in accordance with the Performance Work Statement. This table identifies the Task Order Labor Category, as well as, the corresponding eCRAFT Labor Category for reporting purposes.

Contract Labor Category	eCRAFT Labor Category
Program Manager	Manager, Program/Project
Senior Engineer	Engineer
Senior Analyst	Analyst, Management
Engineer	Engineer
Junior Engineer	Engineer
Training Specialist	Specialist, Training
Logistics Support Specialist	Acquisition Management Support

Program Analyst	Analyst, Management
Configuration Management Specialist	Specialist, Configuration MGMT
Engineering Technician	Engineer
Quality Assurance Specialist	Specialist, Quality Control
Technical Writer	Technical Writer, Supervisory
Designer	Analyst, Management
Administrative Assistant	Manager, Administrative
SME Maritime Maintenance/Inspection	Quality Assurance Oversight Representative

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.

VOLUNTARY PROTECTION PROGRAM (VPP)

1. Voluntary Protection Program:

1.1. In August 2006, Indian Head Division (IHD) Naval Surface Warfare Center (NSWC) was nominated to participate in the DoD Voluntary Protection Program Center of Excellence Implementation Initiative of the Defense Safety Oversight Council (DSOC). The Voluntary Protection Program (VPP) was established by the Occupational Safety and Health

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Administration (OSHA) in 1982 to recognize and promote effective worksite-based safety and health management systems. IHD NSWC, through the utilization of VPP, desires to be a model of safety and health excellence. VPP's emphasis on trust and cooperation between OSHA, the employer, employees, employees representatives, and contractors complements the Agency's enforcement activity but does not take its place. All parties, including Contractors, are to work together to identify and resolve any safety and health problems that may arise, yet obtain Contracting Officer approval of any changes that would impact the terms of the contract. IHD NSWC as the VPP participant develops and implements systems to effectively identify, evaluate, prevent, and control occupational hazards so that injuries and illnesses to employees and contractors are prevented. Contractor and sub-contractor personnel are subject to occupational safety and health oversight. This oversight will be accomplished by IHD NSWC personnel and Contracting Officers. Contractors, sub-contractors, and their employees, while in performance of a contractual action on-site within the geographical boundaries of Naval Support Facility (NSF) Indian Head, shall be subject to the requirements of the IHDI VNAVSURFWARCENINST 5100.22, "Safety Manual" regardless of the type or duration of the contract. Chapter 13 of the IHDI VNAVSURFWARCENINST 5100.22, "Safety Manual", entitled "Contractor Safety" is provided as Attachment 3. Appendix 13-A, of the chapter 13 entitled "Contractor Safety Requirements When Performing Work at the Naval Support Facility (NSF) Indian Head, MD" shall be signed by the Contractor prior to commencement of services on-site at NSF Indian Head. The Contractor shall maintain one signed copy for future reference in educating its personnel and sub-contractors. A second signed copy shall be provided to the Contracting Officer to be maintained in the contract file. If an occupational safety or health related injury or illness occurs during the performance or as a result of this contractual action, the Contractor shall notify the Contracting Officer Representative (COR) as soon as practicable, who will notify the Safety Office and the Contracting Officer. 1.2 In support of VPP and in compliance with Chapter 13 of the Safety Manual, entitled "Contractor Safety," **all Contractors performing on-site at NSF Indian Head shall comply with the following:**

1.2.1 Public Law 91-596 (and Amendments), also known as the Occupational Safety and Health Act of 1970, establishes that all employers, including Contractors, are responsible, as far as possible, for providing every employee a safe and healthful working environment. All employers, including Contractors, shall conform to the standards as issued by OSHA. Contractors are responsible for complying with safety requirements specified in the contract as well as all Federal, State, and local safety and security regulations. Non-compliance may be cause for the removal of a Contractor or any Contractor employee from the activity and such non-compliance may form the basis for contractual action, up to and including termination for default.

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1.2.2 Contractor personnel shall participate in basic safety awareness and hazard identification training offered by the Government activity at the work area they are supporting. Contractors performing on-site shall attend area weekly safety meetings and annual safety stand-downs, as determined by the COR.

1.3 The best Safety and Health Programs involve every level of the organization, instilling a safety culture that reduces accidents for workers and improves the bottom line for managers. When Safety and Health are part of the organization and a way of life, everyone wins. IHD NSWC is committed to safety excellence. The Contractor shall familiarize itself with the IHDIVNAVSURFWARCENINST 5100.22, "Safety Manual," Appendix 13-C entitled "OSHA Voluntary Protection program (VPP) Fundamentals Training for Contractors".

2. Contractor On Site Training:

2.1 A Contractor providing support on-site at any IHD NSWC site may be required to have its on-site Contractor

personnel participate in training covering rules, practices, procedures, equipment and systems, as needed, based on

the type of support being provided. This training may include, but is not limited to: Operation Security training (OPSEC); Personally Identifiable Information training; DoD Information Assurance Awareness training; Information Technology Security; Voluntary Protection Program (VPP) training; and Personnel Security training.

2.1.2 This training will be provided at no cost by the IHD NSWC site and will take place on-site during normal contract working hours without any additional compensation for the Contractor. This training does not relieve the Contractor of its responsibility to train its employees in such areas as environment, health, safety, security, sexual harassment, ethics, etc. to ensure compliance with all federal, state, and local laws and DoD regulations.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

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

5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-REIMBURSEMENT) (SEP 2009)

(a)(1) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the

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circumstances.

(2) For the purposes of this requirement, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights therein, buildings, structures, improvements, and plant equipment as defined in FAR Part 45.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES

(c)(1) In the event that the cumulative total acquisition costs (actual or estimated) of all facilities provided by the Naval Sea Systems Command to the Contractor at the same plant or general location (including the facilities to be furnished hereunder) does not exceed \$50,000, such facilities shall be provided to the Contractor as Government Property subject to and in accordance with the clause entitled "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5), unless there is in existence a facilities management contract at the same plant or general location.

(2) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

*(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

ADDITIONAL ITEMS OF FACILITIES

Accordingly, the right of the parties to agree upon such additional facilities during the term of

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performance of this contract is hereby expressly reserved. The aggregate total value of facilities provided shall in no case exceed \$50,000 at any one plant or general location.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable. Updated clauses have been incorporated and supersede the clauses in the basic IDIQ contract.

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (APR 2018)

FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB (JUL 2018)

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction (FEB 2016)

FAR 52.216-11 COST CONTRACT -- NO FEE (APR 1984)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2015)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEV 2018-O0013) (APR 2018)

FAR 52.219-16 LIQUIDATED DAMAGES SUBCONTRACTING PLAN (JAN 1999)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS—OVERTIME COMPENSATION (OCT 2014)

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

FAR 52.222-50 COMBATting TRAFFICKING IN PERSONS (JAN 2019)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

FAR 52.224-2 PRIVACY ACT (APR 1984)

FAR 52.224-3 PRIVACY TRAINING (JAN 2017)

FAR 52.226-5 RESTRICTION ON SUBCONTRACTING OUTSIDE DISASTER OR

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EMERGENCY AREA (NOV 2007)

FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

FAR 52.228-5 INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

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

FAR 52.233-1 ALT I DISPUTES ALTERNATE I (DEC 1991); 33.215

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2018)

FAR 52.247-68 REPORT OF SHIPMENT (RESHIP) (FEB 2006)

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)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016)

252.204-7003 CONTROL OF GOVERNMENT WORK PRODUCT (APR 1992)

252.204-7004 Level I Antiterrorism Awareness Training for Contractors (FEB 2019)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITY (NOV 2001)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

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

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT (MAY 2016)

252.206-7000 DOMESTIC SOURCE RESTRICTION (DEC 1991)

252.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE

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CONTRACTORS (JAN 2018)

252.216-7006 ORDERING (MAY 2011)

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

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
—BASIC (MAR 2016)

252.222-7006 – RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

252.223-7006 – PROHIBITION OF STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS –BASIC (SEP 2014)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER (OCT 2015)

252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)

252.225-7021 TRADE AGREEMENTS – ALTERNATE II (DEC 2017)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (SEP 2016)

252.227-7030 TECHNICAL DATA—WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

252.239-7018 Supply Chain Risk (Deviation 2018-O0020) (FEB 2019)

252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION – BASIC (MAY 2014)

252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION – BASIC (MAY 2014)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (FEB 2019)

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CLAUSES INCORPORATED BY FULLTEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of task order award or option exercise provided the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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

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

ITEM(S)	LATEST OPTION EXERCISE DATE
ALL	within 365 days of task order award or exercise of previous Option

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.244-2 SUBCONTRACTS (OCT 2010)

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(a) Definitions. As used in this clause—

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold 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.

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(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

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

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

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

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

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

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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(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:

*Note: Regarding 52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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(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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(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) and (vi) 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—

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

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

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

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

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

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

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

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

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(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.

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

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

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

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

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

(3) Restricted rights.

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

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

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(iii) The Contractor acknowledges that—

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

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

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

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

(4) Specifically negotiated license rights.

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____
Printed Name and Title _____
Signature _____

(End of identification and assertion)

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

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

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted

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directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____

Expiration Date _____

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

(End of legend)

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

RESTRICTED RIGHTS

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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).

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other

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contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

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

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

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

252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)

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

(1) “Securing” means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) “Sensitive information” means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) “Telecommunications systems” means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit—

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(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: (Identify the location.)

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from (identify where list can be obtained). Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with (list and identify the location of any telecommunications security equipment, device, technique, or service currently being used by the technical or requirements organization or other offices with which the Contractor must communicate).

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Contractor Safety Manual

Attachment 2(a) - Contract Security Classification Specification (DD254)

Attachment 2(b) Contact Security Classification Specification (Continuation)

Attachment 3 - Cost Summary Format

Attachment 4 - Personnel Qualifications

Attachment 5(a) - Contrat Data Requirements List (CDRLs)

Attachment 5(b) - Contrat Data Requirements List (CDRLs)

Attachment 5(c) - Contrat Data Requirements List (CDRLs)

Attachment 5(d) - Contrat Data Requirements List (CDRLs)

Attachment 5(e) - Contrat Data Requirements List (CDRLs)

Attachment 5(f) - Contrat Data Requirements List (CDRLs)

Attachment 5(g) - Contrat Data Requirements List (CDRLs)

Attachment 6 - QASP

Attachment 7(a) - National Capital

Attachment 7(b) - Oklahoma

Attachment 8(c) - Arkansas, Mississippi and Tennessee

Attachment 9 - Small Business Plan

Attachment 10 - Technical Instruction #3