

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>	PAGE <b>1</b>	OF PAGES <b>3</b>
2. AMENDMENT/MODIFICATION NUMBER <b>P00033</b>		3. EFFECTIVE DATE <b>04/10/2020</b>	4. REQUISITION/PURCHASE REQUISITION NUMBER <b>1300837523</b>		5. PROJECT NUMBER (If applicable) <b>N/A</b>	
6. ISSUED BY <b>NSWC IHEODTD</b> 4081 North Jackson Road Indian Head, MD 20640-5116		CODE <b>N00174</b>	7. ADMINISTERED BY (If other than Item 6) <b>DCMA Manassas</b> 14501 George Carter Way, 2nd Floor Chantilly, VA 20151		CODE <b>S2404A</b>	SCD <b>C</b>
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) <b>CACI Technologies, Inc.</b> 14370 Newbrook Drive Chantilly, Virginia 20151				<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER	
				<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER <b>N00178-04-D-4026/N0002417F3003</b>	
CODE <b>8D014</b>						10B. DATED (SEE ITEM 13) <b>04/12/2017</b>
FACILITY CODE <b>057364507</b>						

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

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) <b>IAW FAR 52.232-22 Limitation of Funds and 52.217-9 Option to extend the term of the contract</b>

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

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

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

Previous edition unusable

# General Information

The purpose of this modification is three fold: 1) exercise Option Year III; 2) Add incremental funding and de-obligate funding; and 3) realign ceiling. All other terms and conditions remain unchanged.

1. The Line of Accounting Information is hereby changed as follows:

No LLA Changes.

The total amount of funds obligated to the task order is hereby increased from \$23,110,005.21 by \$4,135,944.00 to \$27,245,949.21.

CLIN/SLIN	Fund Type	From	By	To
720302	O&MN,N			
730001	O&MN,N			
730002	O&MN,N			
730101	O&MN,N			
730102	O&MN,N			
730201	O&MN,N			
730301	O&MN,N			
730302	O&MN,N			
930001	O&MN,N			

The total value of the task order is hereby increased from \$41,066,283.00 by \$0.00 to \$41,066,283.00.

CLIN/SLIN	From	By	To
7203			
7403			

2. Option Year III has been exercised. The period of performance for Option Year III CLINS 7300, 7301, 7302, 7303 and 9300 is 12 April 2020 through 11 April 2021. Section F has been updated accordingly.

3. Section G, Line of Accounting information has been updated accordingly.

4. Section H, Allotment of Funds has been updated accordingly.

**5. All other terms and conditions remain unchanged.**

6. Contact for any questions regarding this modification.



<b>ORDER FOR SUPPLIES OR SERVICES</b>					PAGE 1 OF 94
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00178-04-D-4026		2. DELIVERY ORDER/CALL NO. N0002417F3003		3. DATE OF ORDER/CALL (YYYYMMDD) 2020APR10	4. REQUISITION/PURCH REQUEST NO. 1300837523
6. ISSUED BY NSWC IHEODTD 4081 North Jackson Road Indian Head, MD 20640-5116		CODE N00174	7. ADMINISTERED BY (If other than 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly, VA 20151		CODE S2404A SCD: C <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
9. CONTRACTOR NAME AND ADDRESS CACI Technologies, Inc. 14370 Newbrook Drive Chantilly, VA 20151		CODE 8D014	FACILITY 057364507	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>	11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISAD- VANTAGED <input type="checkbox"/> WOMEN-OWNED
14. SHIP TO <b>SEE SECTION F</b>		CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43218-2264		12. DISCOUNT TERMS Net 30 Days WAWF 13. MAIL INVOICES TO THE ADDRESS IN BLOCK <b>SEE SECTION G</b>
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your _____ furnish the following on terms specified herein. <b>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.</b> CACI Technologies, Inc.			
<input type="checkbox"/>		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 <b>SEE SCHEDULE</b>					
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT
	<b>SEE SCHEDULE</b>				
				22. UNIT PRICE	23. AMOUNT
*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 BY:		25. TOTAL \$32,211,457.00	26. DIFFERENTIAL CES
27. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	29. D.O. VOUCHER NO.	30. INITIALS	
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	34. CHECK NUMBER	35. BILL OF LADING NO.	
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.



# Section B - Supplies and Services

## CLIN - SUPPLIES OR SERVICES

### Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R799	Base Year - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Note B) (Fund Type - TBD)		Labor Hours			\$822,064.00
700001	R799	Base Year - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Note B) (O&MN,N)					
700002	R799	Base Year - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Note B) (O&MN,N)					
700003	R799	Base Year - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Note B) (O&MN,N)					
700004	R799	Base Year - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Note B) (O&MN,N)					
700005	R799	Base Year - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Note B) (O&MN,N)					
700006	R799	Base Year - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Note B) (O&MN,N)					
700007	R799	Base Year - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Note B) (O&MN,N)					
7001	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (Fund Type - TBD)		Labor Hours			\$3,142,835.00
700101	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700102	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700103	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700104	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700105	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700106	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(O&MN,N)					
700107	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700108	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700109	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700110	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700111	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700112	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700113	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (Fund Type - TBD)					
700114	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700115	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700116	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700117	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700118	R799	Base Year - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Note B) (O&MN,N)					
700119	R799	Base Year - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Note B) (O&MN,N)					
7002	R799	Base Year - Section 852 Defense Acquisition Workforce Development Fund (See Note B) (Fund Type - OTHER)		Labor Hours			\$408,430.00
700201	R799	Secton 852 Defense Acquisition Workforce Development Fund(See Note B) (O&MN,N)					
700202	R799	Secton 852 Defense Acquisition Workforce Development Fund(See Note B) (O&MN,N)					
7003	R799	Base Year - Surge and Special Studies SEA 00X, SEA COS, SEA 00A & SEA 10 (See Notes B, C, and D) (Fund Type - TBD)		Labor Hours			\$1,212,943.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700301	R799	NAVSEA Command Strategic and Staff Support SEA 00X,COS, &OOA (O&MN,N)					
700302	R799	NAVSEA Command Strategic and Staff Support SEA 00X,COS, (O&MN,N)					
700303	R799	NAVSEA Command Strategic and Staff Support SEA 00X,COS, (O&MN,N)					
700304	R799	NAVSEA Command Strategic and Staff Support SEA 00X,COS, (O&MN,N)					
700305	R799	NAVSEA Command Strategic and Staff Support SEA 00X,COS, (O&MN,N)					
700306	R799	NAVSEA Command Strategic and Staff Support SEA 00X,COS, (O&MN,N)					
700307	R799	NAVSEA Command Strategic and Staff Support SEA 00X,COS (O&MN,N)					
700308	R799	NAVSEA Command Strategic and Staff Support SEA 00X,COS (O&MN,N)					

#### Cost Type / NSP Items:

7004	Contract Data Requirements List (CDRLs) (See Note A)	Lot
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#### Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R799	Option Year 1 - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Notes B, C and G) (Fund Type - TBD)		Labor Hours			\$1,262,318.00
710001	R799	Option Year 1 - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Notes B, C and G) (O&MN,N)					
710002	R799	Option Year 1 - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Notes B, C and G) (O&MN,N)					
710003	R799	Option Year 1 - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Notes B, C and G) (O&MN,N)					
710004	R799	Option Year 1 - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Notes B, C and G) (O&MN,N)					
710005	R799	Option Year 1 - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Notes B, C and G) (O&MN,N)					
710006	R799	Option Year 1 - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Notes B, C and G)					



Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(O&MN,N)					
7101	R799	Option Year 1 - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Notes B, C and G) (Fund Type - TBD)		Labor Hours			\$3,723,490.00
710101	R799	Option Year 1 - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Notes B, C and G) (O&MN,N)					
710102	R799	Option Year 1 - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Notes B, C and G) (O&MN,N)					
710103	R799	Option Year 1 - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Notes B, C and G) (O&MN,N)					
710104	R799	Option Year 1 - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Notes B, C and G) (O&MN,N)					
710105	R799	Option Year 1 - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Notes B, C and G) (O&MN,N)					
710106	R799	Option Year 1 - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Notes B, C and G) (O&MN,N)					
7102	R799	Option Year 1 - Section 852 Defense Acquisition Workforce Development Fund (Notes B, C and G) (Fund Type - TBD)		Labor Hours			\$420,036.00
710201	R799	Option Year 1 - Section 852 Defense Acquisition Workforce Development Fund (Notes B, C and G) (O&MN,N)					
7103	R799	Option Year 1 - Surge and Special Studies for SEA 00X, SEA COS, SEA 00A & SEA 10 (Notes B, C, E and G) (Fund Type - TBD)		Labor Hours			\$1,962,516.00
710301	R799	Option Year 1 - Surge and Special Studies for SEA 00X, SEA COS, SEA 00A & SEA 10 (Notes B, C, E and G) (O&MN,N)					
710302	R799	Option Year 1 - Surge and Special Studies for SEA 00X, SEA COS, SEA 00A & SEA 10 (Notes B, C, E and G) (O&MN,N)					
710303	R799	Option Year 1 - Surge and Special Studies for SEA 00X, SEA COS, SEA 00A & SEA 10 (Notes B, C, E and G) (O&MN,N)					
710304	R799	Option Year 1 - Surge and Special Studies for SEA 00X, SEA COS, SEA 00A & SEA 10 (Notes B, C, E and G) (O&MN,N)					
710305	R799	Option Year 1 - Surge and Special Studies for SEA 00X, SEA COS, SEA 00A & SEA 10 (Notes B, C, E and G) (O&MN,N)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710306	R799	Option Year 1 - Surge and Special Studies for SEA 00X, SEA COS, SEA 00A & SEA 10 (Notes B, C, E and G) (O&MN,N)					
710307	R799	Option Year 1 - Surge and Special Studies for SEA 00X, SEA COS, SEA 00A & SEA 10 (Notes B, C, E and G) (O&MN,N)					
710308	R799	Option Year 1 - Surge and Special Studies for SEA 00X, SEA COS, SEA 00A & SEA 10 (Notes B, C, E and G) (O&MN,N)					
7200	R799	Option Year 2 - NAVSEA Command Strategic and Staff Support SEA OOX, COS, & OOA (See Notes B, C, and G) (Fund Type - TBD)		Labor Hours			\$1,607,927.00
720001	R799	Option Year 2 - NAVSEA Command Strategic and Staff Support SEA OOX, COS, & OOA (See Notes B, C, and G) (O&MN,N)					
720002	R799	Option Year 2 - NAVSEA Command Strategic and Staff Support SEA OOX, COS, & OOA (See Notes B, C, and G) (O&MN,N)					
720003	R799	Option Year 2 - NAVSEA Command Strategic and Staff Support SEA OOX, COS, & OOA (See Notes B, C, and G) (O&MN,N)					
720004	R799	Option Year 2 - NAVSEA Command Strategic and Staff Support SEA OOX, COS, & OOA (See Notes B, C, and G) (O&MN,N)					
720005	R799	Option Year 2 - NAVSEA Command Strategic and Staff Support SEA OOX, COS, & OOA (See Notes B, C, and G) (O&MN,N)					
720006	R799	Option Year 2 - NAVSEA Command Strategic and Staff Support SEA OOX, COS, & OOA (See Notes B, C, and G) (O&MN,N)					
720007	R799	Option Year 2 - NAVSEA Command Strategic and Staff Support SEA OOX, COS, & OOA (See Notes B, C, and G) (O&MN,N)					
720008	R799	Option Year 2 - NAVSEA Command Strategic and Staff Support SEA OOX, COS, & OOA (See Notes B, C, and G) (O&MN,N)					
7201	R799	Option Year 2 - NAVSEA Corporate Ops and Total Force Support (See Notes B, C and G) (Fund Type - TBD)		Labor Hours			\$3,829,363.00
720101	R799	Option Year 2 - NAVSEA Corporate Ops and Total Force Support (See Notes B, C and G) (O&MN,N)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720102	R799	Option Year 2 - Section 852 Defense Acquisition Workforce Development Fund (See Notes B, C and G) (O&MN,N)					
720103	R799	Option Year 2 - Section 852 Defense Acquisition Workforce Development Fund (See Notes B, C and G) (O&MN,N)					
720104	R799	Option Year 2 - NAVSEA Corporate Ops and Total Force Support (See Notes B, C and G) (O&MN,N)					
720105	R799	Option Year 2 - NAVSEA Corporate Ops and Total Force Support (See Notes B, C and G) (O&MN,N)					
720106	R799	Option Year 2 - NAVSEA Corporate Ops and Total Force Support (See Notes B, C and G) (O&MN,N)					
720107	R799	Option Year 2 - NAVSEA Corporate Ops and Total Force Support (See Notes B, C and G) (O&MN,N)					
720108	R799	Option Year 2 - NAVSEA Corporate Ops and Total Force Support (See Notes B, C and G) (O&MN,N)					
7202	R799	Option Year 2 - Section 852 Defense Acquisition Workforce Development Fund (See Notes B, C and G) (Fund Type - TBD)		Labor Hours			\$432,026.00
720201	R799	Option Year 2 - Section 852 Defense Acquisition Workforce Development Fund (See Notes B, C and G) (O&MN,N)					
720202	R799	Option Year 2 - Section 852 Defense Acquisition Workforce Development Fund (See Notes B, C and G) (O&MN,N)					
720203	R799	Option Year 2 - Section 852 Defense Acquisition Workforce Development Fund (See Notes B, C and G) (O&MN,N)					
7203	R799	Option Year 2 - Surge and Special Studies SEA 00X, SEA COS, SEA 00A & SEA 10 (See Notes B, C, E and G) (Fund Type - TBD)		Labor Hours			\$2,982,578.00
720301	R799	Option Year 2 - Section 852 Defense Acquisition Workforce Development Fund (See Notes B, C and G) (O&MN,N)					
720302	R799	Option Year 2 - Section 852 Defense Acquisition Workforce Development Fund (See Notes B, C and G) (O&MN,N)					
720303	R799	Option Year 2 - Section 852 Defense Acquisition Workforce (O&MN,N)					
7300	R799	Option Year III - NAVSEA Command Strategic and Staff Support SEA 00X, COS, & OOA (See Notes B, D and G) (Fund Type - TBD)		Labor Hours			\$1,336,309.00
730001	R799	Option Year III - NAVSEA Command Strategic and Staff Support SEA 00X, COS, & OOA (See Notes B, D and G) (O&MN,N)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
730002	R799	Option Year III - NAVSEA Command Strategic and Staff Support SEA 00X, COS, & OOA (See Notes B, D and G) (O&MN,N)					
7301	R799	Option Year III - NAVSEA Corporate Ops and Total Force Support (See Notes B, D and G) (O&MN,N)		Labor Hours			\$3,941,128.00
730101	R799	Option Year III - NAVSEA Corporate Ops and Total Force Support (See Notes B, D and G) (O&MN,N)					
730102	R799	Option Year III - NAVSEA Corporate Ops and Total Force Support (See Notes B, D and G) (O&MN,N)					
7302	R799	Option Year III - Section 852 Defense Acquisition Workforce Development Fund (See Notes B, D and G) (O&MN,N)		Labor Hours			\$444,679.00
730201	R799	Option Year III - Section 852 Defense Acquisition Workforce Development Fund (See Notes B, D and G) (O&MN,N)					
7303	R799	Option Year III - Surge and Special Studies SEA 00X, SEA COS, SEA 00A & SEA 10 (See Notes B, D, E and G) (O&MN,N)		Labor Hours			\$2,810,297.00
730301	R799	Option Year III - Surge and Special Studies SEA 00X, SEA COS, SEA 00A & SEA 10 (See Notes B, D, E and G) (O&MN,N)					
730302	R799	Option Year III - Surge and Special Studies SEA 00X, SEA COS, SEA 00A & SEA 10 (See Notes B, D, E and G) (O&MN,N)					
7400	R799	Award Term 2 - NAVSEA Command Strategic and Staff Support, SEA 00X, COS, & OOA (See Notes B, D and G) (Fund Type - TBD) Award Term		Labor Hours			\$1,376,397.00
7401	R799	Award Term 2 - NAVSEA Corporate Ops and Total Force Support SEA 10 (See Notes B, D and G) (Fund Type - TBD) Award Term		Labor Hours			\$4,059,058.00
7402	R799	Award Term 2 - Section 852 Defense Acquisition Workforce Development Fund (See Notes B, D and G) (Fund Type - TBD) Award Term		Labor Hours			\$458,020.00
7403	R799	Award Term 2 - Surge and Special Studies for SEA 00X, SEA COS, SEA 00A & SEA 10 (Notes B, D, E and G) (Fund Type - TBD) Option		Labor Hours			\$2,641,958.00

## ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R799	ODCs to support Base Year CLINs (See Notes C and F) (Fund Type - TBD)			
900001	R799	ODCs to support Base Year CLINs (See Notes C and F) (O&MN,N)			
900002	R799	ODCs to support Base Year CLINs (See Notes C and F) (O&MN,N)			
900003	R799	ODCs to support Base Year CLINs (See Notes C and F) (O&MN,N)			
900004	R799	ODCs to support Base Year CLINs (See Notes C and F) (O&MN,N)			
900005	R799	ODCs to support Base Year CLINs (See Notes C and F) (O&MN,N)			
900006	R799	ODCs to support Base Year CLINs (See Notes C and F) (O&MN,N)			
900007	R799	ODCs to support Base Year CLINs (See Notes C and F) (O&MN,N)			
900008	R799	ODCs to support Base Year CLINs (See Notes C and F) (O&MN,N)			
9100	R799	ODCs in support of Option Year 1 CLINs (See Notes C and F) (Fund Type - TBD)			
910001	R799	ODCs in support of Option Year 1 CLINs (See Notes C and F) (O&MN,N)			
910002	R799	ODCs in support of Option Year 1 CLINs (See Notes C and F) (O&MN,N)			
910003	R799	ODCs in support of Option Year 1 CLINs (See Notes C and F) (O&MN,N)			
910004	R799	ODCs in support of Option Year 1 CLINs (O&MN,N)			
9200	R799	ODCs in support of Option Year 2 CLINs (See Notes C and F) (Fund Type - TBD)			
920001	R799	ODCs in support of Option Year 2 CLINs (See Notes C and F) (O&MN,N)			
920002	R799	ODCs in support of Option Year 2 CLINs (See Notes C and F) (O&MN,N)			
920003	R799	ODCs in support of Option Year 2 CLINs (See Notes C and F) (O&MN,N)			
920004	R799	ODCs in support of Option Year 2 CLINs (See Notes C and F) (O&MN,N)			
920005	R799	ODCs in support of Option Year 2 CLINs (See Notes C and F) (O&MN,N)			
9300	R499	ODCs in support of Option Year III (See Notes D and F) (O&MN,N)			
930001	R499	ODCs in support of Option Year III (See Notes D and F) (O&MN,N)			
9400	R799	ODCs in support of Award Term 2 (See Notes D and F) (Fund Type - TBD) Award Term			

**NOTE A: NOT SEPARATELY PRICED**

Price is included in the price of Labor CLIN(s). Offeror shall propose for this Line Item(s). Data is "Not Separately Priced"

**NOTE B: LEVEL OF EFFORT**

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

**NOTE C: OPTION**

Option Item to which the Option clause in Section I applies and which is to be supplied only if and to the extent said Option is exercised.

**NOTE D: AWARD TERM**

Award Term Item to which the Award Term Plan (Attachment 4) applies and which is to be supplied only if and to the extent said Item is earned, retained and awarded in accordance with the Award Term Plan. Notwithstanding the word "Option" which appears in the Section B CLIN description or elsewhere in this Task Order, for Award Term Items, Award Terms are not "Option" Items until they are earned.

**NOTE E: SURGE**

If it is determined that an increased level of effort is required for any of the task areas in Section C, the Government reserves the right to exercise a "Surge" Option CLIN for additional work. The Contracting Officer may exercise this Surge Option Item by providing written notice to the Contractor at least sixty (60) calendar days prior to exercise of the surge Option Item. In the event the Government does elect to exercise the Surge Option Item, the appropriate ceiling and level of effort (man-hours) may be realigned under the appropriate Labor CLIN.

**NOTE F: ODC**

These items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not to allowable indirect costs or burdens.

**NOTE G: FEE INSTRUCTIONS (Applicable to all Fixed Fee Line Items)**

Cost and Fee amounts for Fixed Fee CLINs can be found in the table below. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable). If COM is proposed necessary columns may be added.

<b>FIXED FEE TABLE</b>						
CLIN	Contract Type	Qty Hrs	Hourly Rate		Totals	
			Estimated Cost / Hr (Rate)	Fixed Fee / Hour (FF)	Fixed Fee (Hrs X FF)	Estimated Cost (Hrs X Rate)
7000	CPFF					
7001	CPFF					

7002	CPFF					
7003	CPFF					
7100	CPFF					
7101	CPFF					
7102	CPFF					
7103	CPFF					
7200	CPFF					
7201	CPFF					
7202	CPFF					
7203	CPFF					
7300	CPFF					
7301	CPFF					
7302	CPFF					
7303	CPFF					
7400	CPFF					
7401	CPFF					
7402	CPFF					
7403	CPFF					

**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**

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)**

(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.

(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 contract is cost type.

<b>LINE ITEM</b>	<b>CONTRACT TYPE</b>
7000, 7001, 7002, 7003, 7100, 7101, 7102, 7103, 7200, 7201, 7202, 7203, 7300, 7301, 7302, 7303, 7400, 7401, 7402, 7403	Cost Plus Fixed Fee (CPFF)
7004	Not Separately Price (NSP)
9000, 9100, 9200, 9300, 9400	Cost Only



# Section C - Description/Specifications/Statement of Work

## 1.0 SCOPE OF WORK

This Performance Work Statement (PWS) describes the effort required to provide professional, technical, and consulting assistance and support services to the following Naval Sea Systems Command (NAVSEA) organizations:

- Chief Strategy Office (SEA 00X)
- Chief of Staff (SEA COS)
- Command Administrative Services (SEA 00A)
- Corporate Operations and Total Force (TF) Directorate (SEA 10)

## 1.1 Background

NAVSEA is the Department of Navy's (DON's) central activity for designing, engineering, integrating, building, and procuring U.S. Naval ships, shipboard weapons, and combat systems. NAVSEA's responsibilities also include the maintenance, repair, modernization, and conversion of in-service ships and their weapons and combat systems. NAVSEA has five affiliated Program Executive Offices (PEOs): Carriers, Integrated Warfare Systems, Littoral Combat Ships, Ships, and Submarines. NAVSEA and its affiliated PEOs manage 150 acquisition programs. The mission of NAVSEA together with the PEOs is to "design, build, deliver, and maintain ships and systems on time and on cost for the United States Navy."

NAVSEA is the largest of the five Navy Systems Commands. The Command consists of a Headquarters (HQ) organization at the Washington Navy Yard and a variety of technical and industrial organizations [Business Units] located throughout the country and overseas. The major Business Units of the Command outside of HQ include the Naval Surface and Undersea Warfare Centers (10 divisions); four public Naval Shipyards; four Supervisors of Shipbuilding, Conversion and Repair (SUPSHIPS); and five Regional Maintenance Centers. Altogether, NAVSEA employs more than 60,000 personnel including both civilian and active duty Navy.

As the United States Navy's largest acquisition Command, NAVSEA has the strategic responsibility for sustaining the current Fleet, building the future Fleet, and developing the workforce in order to achieve the objectives of the Chief of Naval Operations, Secretary of the Navy, Secretary of the Defense, and the President. To achieve these outcomes for the Navy, NAVSEA must not only perform its current operations as efficiently and effectively as possible, but must also develop and maintain a keen understanding of the emergent forces and national threats that may impact the Command, and cause it to adjust vision or realign resources in the future.

In response to the needs of the Navy and the Nation, NAVSEA developed and deployed a Strategic Business Plan for 2013 - 2018 that includes four Mission Priorities: It's All About the Ships; Workforce Excellence and Judiciousness; Culture of Affordability; and Cyber security. NAVSEA's Office of the Commander (SEA 00) and the Corporate Operations and TF Directorate (SEA 10) strive to support the Strategic Business Plan and achieve success in the Mission Priorities.

### **1.1.1 Organizations**

#### **1.1.1.1 NAVSEA Chief Strategy Office (SEA 00X)**

The NAVSEA Chief Strategy Office (SEA 00X) was established in 2009 and is responsible for: (1) managing the Command-level strategic business planning process and timeline; (2) pursuing alignment of all NAVSEA operations and business units with the Strategic Business Plan; (3) communicating the internal and external risks and issues which require leadership attention; and (4) ensuring Command leadership is enabled to execute the strategic objectives determined necessary to achieve NAVSEA's mission and vision, both now and in the future.

The NAVSEA Chief Strategy Office mission is to provide effective strategic business operations counsel and implementation support to NAVSEA HQ, PEOs, and Business Unit Flag and Senior Executive Service leadership to further organizational effectiveness, efficiency, and achievement of Command strategic goals and business objectives, as well as integration of command level strategic/business operations.

SEA 00X assists Commander, NAVSEA (COMNAVSEA) and the NAVSEA Executive Director (SEA 00B) in making decisions and leading efforts affecting NAVSEA's strategies and operational focuses. SEA 00X performs many functions in support of this work, including governance of the NAVSEA strategic business planning and Total Ownership Cost/Efficiency process and execution structures; development and leadership of talent management and other Command-level strategies; and a variety of other initiatives of strategic importance to NAVSEA's mission

SEA 00X maintains organizational objectivity and possesses the authority to drive COMNAVSEA and SEA 00B sponsored command-wide organizational change initiatives and the oversight responsibility to ensure NAVSEA's work remains aligned with the organization's business strategies. SEA 00X efforts often demand immediate responses, expertise in strategic business operations, management systems, change management counsel, and adept monitoring of metrics and savings across the Command. SEA 00X plays a critical role in reviewing and recommending approaches to sustain enterprise-wide strategic mission and business priorities through to execution.

SEA 00X is responsible for maintaining and updating the NAVSEA Strategic Business Plan as directed by COMNAVSEA. The Chief Strategy Office executes the development of the NAVSEA Strategic Business Plan in accordance with NAVSEA's strategic management methodology. This methodology delineates the process for planning, executing, and monitoring the NAVSEA Strategic Business Plan. NAVSEA's strategic planning follows four principles:

1. NAVSEA stays in alignment with higher-level strategy and objectives, by developing and maintaining "line of sight" with Department of Defense

- (DoD) and DON strategies and objectives.
2. Processes are inclusive and transparent where all Business Units participate, and all levels of the workforce understand how the process works, how execution is measured, how success is defined, and how personnel fit into the execution of the plan.
  3. Processes are executable through clear and measurable goals and expectations, executable actions assigned to individuals, Business Units, competency domains, or organizations, and specific defined performance measures/metrics. Process execution is supported by effective communication and meaningful, measurable feedback.
  4. Processes are repeatable, iterative, scalable, and flexible enough to be applied in every Business Unit across the Command.

#### **1.1.1.2 NAVSEA Chief of Staff (SEA COS) and Command Administrative Services (SEA 00A)**

SEA COS has responsibility for the overall coordination of Command level activities and initiatives. SEA COS plans, organizes, and manages various command projects and acts as a facilitator and liaison to NAVSEA staff codes to disseminate relevant information, solve problems, manage and organize efforts, and respond to issues and taskers. Additionally, SEA COS has responsibility for management of NAVSEA's military personnel programs, including reserve forces.

The NAVSEA Command Administrative Services (SEA 00A) provides total quality administrative services and products to SEA 00 and all components of NAVSEA HQ as a united front line in customer service. SEA 00A is a focused corporate administrative team providing quality, timely, effective, and efficient administrative support. SEA 00A provides a full range of expert administrative and management services to highly technical organizations, including analysis of administrative support requirements. SEA 00A is responsible for providing program management and administrative support that meets NAVSEA Command objectives and ensures efficient and proper utilization of all SEA 00/00B administrative resources related to official correspondence, administration, records management, mailroom operations, protocol and events, Freedom of Information Act (FOIA) services, and visual information services (graphics design and printing).

#### **1.1.1.3 Corporate Operations and Total Force (TF) Directorate (SEA 10)**

The Corporate Operations and TF Directorate (SEA 10), a NAVSEA HQ Directorate, has multiple responsibilities and directs collaborative actions designed to support the NAVSEA corporate goal to be a world-class employer of choice that inspires innovation. SEA 10 responsibilities include (and are not limited to) the following major areas:

1. TF Requirements;
2. Human Resources (HR);
3. Civilian Personnel Policy and Programs;
4. Competency Enabled Organization;
5. Senior Executive Management;
6. Leadership Development;

7. Equal Opportunity Employment (EEO)/Diversity;
8. Reserve Program Management;
9. Workforce Learning/Training and Development;
10. Civilian Personnel Payroll;
11. Civilian Labor Budget Development and Submission;
12. Civilian Labor Execution and Cost Projections;
13. Workforce Management Technology/Information Systems (IS);
14. Facilities management (serving as the NAVSEA liaison to Commander, Naval Installations Command (CNIC)); and
15. Local support for the Defense Travel System (DTS).

The Directorate's TF Office (SEA 10T) and HR Office (SEA 10H) provide information, data and analyses in support of Command decisions on HR and TF requirements, linking the Command's management of manpower resources to mission, sponsor, and customer priorities, and serving as manpower sponsor for civilian personnel throughout the Command. SEA 10T and SEA 10H provide advice, guidance and support services to enable HQ/PEO managers to attract, recruit, acquire, develop, and retain the skilled, properly sized, and diverse workforce essential to accomplish the work of their Business Units.

The Enterprise Talent Management Office (ETMO) is responsible for the execution of the talent management strategy via the Enterprise Talent Management Lifecycle (ETML) structure. The talent management strategy is a framework to ensure NAVSEA attracts, recruits, hires, on-boards, develops, and retains the requisite workforce in the warfare centers, shipyards, regional maintenance centers, supervisory of shipbuilding, HQ, directorates, and PEOs and sustains collaborative partnerships with DON Systems Commands (SYSCOMS).

## 2. APPLICABLE DOCUMENTS

DoD 5200.2-R, Personnel Security Program

## 3. GENERAL TASK REQUIREMENTS

--Unless otherwise specified in this PWS or in approved Technical Instructions issued by the Government Contracting Officer, approximately half of the support services shall be provided on site within the Washington Navy Yard campus. Some limited travel may be involved.

--The Contractor's team shall align itself to support the program with an efficient mix of personnel utilizing an effective combination of experience and technical expertise. The Contractor shall provide an adaptable, flexible team structure that is best suited to accomplishing both planned and emergent tasks.

--Each task area will be assigned a Government Technical Point of Contact (TPOC) who will assist the Contracting Officer's Representative (COR) in planning, managing, and monitoring tasking and performance under this contract.

--All data/deliverables produced under this contract or required in technical instructions issued under this contract shall become the exclusive property of the Government.

### 3.1 Chief Strategy Office, Chief of Staff, and Command Administrative Services Support

The contractor shall provide program management support, analytical,

engineering, administrative, design, professional, assistance, and advisory support to the Chief Strategy Office, Chief of Staff, and Command Administrative Services.

The contractor shall provide up to expert level support in Management Systems Engineering, Technical, and Analytical (SETA) solution support for strategic planning, business operations, management systems engineering and economic impact analysis. The nature of the support includes:

- Strategic Planning
- Business Planning/Analysis
- Business Operations
- Management Systems Engineering
- Economic Analysis

The skill set and expertise required to accomplish this support includes advanced design, development, engineering, and architecture in the following areas:

- Business Solutions: organizational design, strategic planning & execution, process & performance improvement, metrics, and innovation
- System Solutions: business systems, technology insertion, security, and continuity
- Operations Research Analysis: industry-academic
- Economic Impact Analysis: life-cycle cost, Business Case, Base Relocation And Consolidation (BRAC)
- Dynamic & Discrete Modeling & Simulation: technology enabled methodologies and analysis to support planning and evidence based decision making

### **3.1.1 Development, Review, and Maintenance of Strategic Planning Process and Timeline**

In performing the duties of governing NAVSEA strategic planning and execution, the contractor shall provide support to Chief Strategy Officer in accomplishing the following tasks:

- Periodically review the strategic management methodology and determine if revisions are required based on execution of the strategic plan or guidance from senior leadership; document any revisions and prepare communication content as needed.
- Maintain the strategic planning calendar to include internal Strategic Planning Team milestones as well as scheduled status briefings, conferences, and action item due dates.
- Develop metrics to determine the effectiveness of the strategic planning process and Strategic Planning Team.
- Develop briefing formats to be used in meetings with the Chief Strategy Officer, NAVSEA Executive Director, and COMNAVSEA.
- Maintain the NAVSEA strategic planning site on the NAVSEA or other appropriate web portal.

### **3.1.2 Execution and Monitoring of Strategic Objectives**

Each year, COMNAVSEA designates focus areas to concentrate the Command on specific aspects of the strategic goals. Objectives and expectations are set, and senior officers and executives are assigned as leads. The contractor shall provide support to SEA 00X in accomplishing the following tasks in the execution of NAVSEA's annual operational objectives:

- Recommend change management approaches to ensure the Command and assigned Business Units are capable of executing annual operational and focus area objectives as assigned.
- Propose dates and agendas for COMNAVSEA meetings to develop and present annual focus areas/objectives.
- Propose topics of discussion for annual strategic goal review meetings.
- Assist in preparing for and conducting annual review of focus areas/objectives by evaluating data from each focus area.
- Propose and maintain schedules for periodic status meetings on focus areas/objectives.
- Maintain repository of all inputs provided for focus area status meetings.
- Coordinate logistics for offsite meetings and conferences with SEA 00X and Command Administrative Office.
- Keep focus area leads informed on deadlines and action items.
- Create and disseminate agendas and minutes for focus area meetings.

### **3.1.3 Strategic Performance Measurement**

SEA 00X assists leadership in developing, documenting, tracking, and reporting on the performance of strategic goals and objectives. Once the focus areas/objectives for the coming fiscal year have been set, performance measures are established. The contractor shall support measuring and reporting the performance of strategic focus areas/objectives as follows:

- Assist focus area leads in developing measures, which can be used to track performance of the focus area activities for the Command.
- Assist Business Unit Points Of Contact (POCs) in developing strategic performance measures.
- Study performance measures for trends and assist the goal leads in researching possible causes for both negative and positive trends in the outcomes of said measures.
- Provide suggestions to bring negative trending measures into compliance.
- Periodically assess chosen performance measures to determine whether the measure is properly assessing the intended objective and suggest measurements that are more effective when those selected have proven to be insufficient or no longer applicable.
- Evaluate strategic risk areas and propose approaches to mitigate or minimize risks. Monitor and report on risk and risk mitigation approaches to ensure risk is considered in the strategic decision-making process and goals selected by COMNAVSEA.
- Maintain the Command's executive dashboard and measures to store and display the Strategic Business Plan performance measures for viewing and use by senior leadership in decision-making.
- Collaborate with focus area objective leads and/or representatives from each Business Unit to ensure information loaded on the executive dashboard

is current, releasable, and useful for reporting, analysis, and decision-making.

- Research management approaches and performance measurement practices in use by other organizations (government and/or private sector) for applicability to NAVSEA and provide recommendations when appropriate.

#### **3.1.4 Review and Maintenance of the Strategic Business Plan**

SEA 00X is responsible for maintaining and updating the NAVSEA Strategic Business Plan as directed by COMNAVSEA. Upon a Change of Command at the NAVSEA level, or a major shift in the strategic direction of the Nation, the Navy, or NAVSEA, the need to create a new Strategic Business Plan may arise. In such a case, a formal review of the NAVSEA Strategic Business Plan is conducted, and SEA 00X is responsible for ensuring the review is thorough and follows existing strategic planning processes and methodology to ensure continuity. Part of the review is to reassess any assumptions upon which the current strategic plan was based and determine what relevant changes in external and internal environments have taken place. The review should ensure the Command is aligned with and responding to higher-level external guidance and core requirements placed upon it by the Chief of Naval Operations, Secretary of the Navy, Secretary of Defense, and other relevant higher authorities. It should also ensure concerns of customers and stakeholders are considered. The contractor shall support the following Strategic Business Plan review, maintenance, and update tasks:

- Develop, deploy, and analyze customer/stakeholder surveys when required.
- Define reading lists for an external environmental scan and acquire the documents.
- Review and analyze external environmental scan documents and provide input on their influence on revising NAVSEA Strategic Business Plan, and the assumptions upon which it is/will be based.
- Support the internal strategic business environmental scan known as NAVSEA Strategic Performance Assessment (NSPA), a joint responsibility of SEA 00X and the NAVSEA Inspector General Office (SEA 00N).

#### **3.1.5 Communicate NAVSEA Strategy**

The NAVSEA Strategic Business Plan and its tenets must be effectively communicated to every facet of part of the Command's organization and every level of the workforce in order to be successful in implementing and managing required strategic changes and initiatives, thus fulfilling the mission and vision of NAVSEA. SEA 00X is responsible for assisting COMNAVSEA in communicating Strategic Business Plan and making it part of the culture of the organization. The contractor shall support the following tasks to communicate the strategic plan:

- Collaborate with NAVSEA Office of Corporate Communications (SEA 00D) to develop clear, phased communication strategy for informing and educating the NAVSEA workforce on the introduction, impact, adoption and execution of the NAVSEA Strategic Business Plan.
- Collaborate with SEA 00D on communicating the strategic business plan with the external environment (higher levels in the Navy and DoD, Congress, the

public).

- Maintain, update, and disseminate command calendars as required.
- Maintain a list of strategic planning POCs for each Business Unit/command.
- Maintain schedule, agendas, meeting minutes for all NAVSEA strategic business planning meetings and events, and publish to appropriate parties.
- Communicate all applicable information to Business Unit strategic planning POCs.
- Review business unit strategic plans for alignment with the Command Strategic Business Plan and identify divergence.
- Coordinate preparation for briefings or Command audits and assessments with Business Unit POCs.

### **3.1.6 Coordinate with External Strategic Partners**

Mandates from higher authority such as the Office of the Chief of Naval Operations (OPNAV), Secretary of the Navy (SECNAV), DoD, Congress, and other Executive and Judicial agencies guide NAVSEA's strategy and operations. The ability for NAVSEA to meet its strategic and mission objectives and requirements is often enhanced by collaboration with these and other government agencies. The NAVSEA Chief Strategy Office collaborates with other SYSCOMS, government agencies and other organizations to enhance NAVSEA's ability to meet requirements and locate and organize information needed to make decisions. The contractor shall support coordinating with external strategic partners as follows:

- Identify possible external strategic partners based on the environmental scan, the objectives of the Strategic Business Plan and DoD operational and administrative structure.
- Recommend areas where NAVSEA would benefit from collaborating or seeking assistance from other organizations.
- Maintain a list of external partners including contact information and areas of expertise.
- Inform NAVSEA executive leadership on possible risks and issues which may arise as a result of information gathered from external partners.
- Develop and maintain a schedule of periodic meetings with external partners for NAVSEA.
- Develop agendas for and support external partner meetings, as required.

### **3.1.7 Conduct Strategic Analysis**

COMNAVSEA uses SEA 00X expertise in strategic analysis for a wide variety of purposes. Support is required with the following strategic analysis tasks:

- Recommend an environmental scanning methodology for NAVSEA to conduct, analyze, and report on internal and external factors, which may affect or cause a need to alter the NAVSEA Strategic Business Plan.
- Assemble relevant Subject Matter Experts as required to provide expert advice in strategic areas to ensure all definable aspects of every issue are considered and that a variety of potential alternatives are evaluated as part of strategic decision making.
- Track Congressional actions affecting NAVSEA and evaluate the potential



impact of proposed legislation on its intended targets.

- Implement analysis actions necessary to better understand and articulate areas that may impact NAVSEA, the shipbuilding and maintenance industrial base, and/or the workforce.
- Assess the effectiveness of the Command's strategic endeavors or trends that may have an impact, positive or negative, on the way NAVSEA operates.

### **3.1.8 Strategic Concepts, Special Projects, Strategic Initiatives, and Change Management**

The Chief Strategy Office is often tasked by executive leadership to coordinate or lead the design and implementation of strategic initiatives, including enterprise Business Transformation efforts, such as Total Ownership Cost, Continuous Process Improvement, and Cumbersome Work Practices, which are often undertaken to respond to higher authority or to achieve an operational or strategic objective. In addition, the Chief Strategy Office is responsible for serving as a thought leader for the Command, identifying areas of concern not yet recognized by executive leadership, and conducting research and analysis in order to articulate issues that may impact or affect NAVSEA. The contractor shall assist SEA 00X in the research, identification, design, communication, and implementation of various strategic concepts and initiatives and in developing change management approaches and methodologies along with integrated methodologies and tools for monitoring the realization of strategic initiatives/concepts/projects; and to identify savings and communicate results to other SYSCOMS, DON and Office of the Secretary of Defense (OSD).

When assigned special projects by COMNAVSEA or the Executive Director, or when undertaking a strategic concept study, support is required as follows:

- Define scope of project or issues, and identify sources of further information.
- Identify potential solutions; assess identified solutions for viability and associated risk in terms of achieving project objectives.
- Develop and maintain project schedules, monitor and control project costs and scope, and report project progress at periodic intervals.
- Coordinate across NAVSEA Business Units as necessary to complete project activities and accomplish project objectives.
- Tailor reporting formats to use for progress reporting.
- Develop standard templates for project documents, which may include project charters, project plans, risk matrices, budget request submission forms, trends charts; use tools such as the Digital and Executive Dashboards.
- Provide implementation, change management, and execution support as concepts and initiatives mature.

### **3.1.9 NAVSEA Business Transformation Initiative, Innovation, and Change Management**

With the ongoing DoD and DON emphasis on realizing greater organizational and process efficiencies, NAVSEA must continue to focus on streamlining systems and processes to capture, track and report savings that can be reinvested toward accomplishing strategic and mission goals and objectives. Individual

initiatives will be reviewed from the standpoint of enterprise benefits in order to maximize cost reductions and improvements. To that end, as required by the Government TPOC, the contractor shall:

- Provide consulting, analytical and change management support to the SEA 00X Business Transformation Lead and NAVSEA Chief Strategy Office team members.
- Maintain the web-based Total Ownership Cost governance tool, and configure the system as necessary to accommodate other processes/initiatives.
- Collect, document, and maintain Business Transformation Working Group data and analysis of common processes, best practices, and community requirements.
- Facilitate and provide support during senior leader working sessions.
- Develop and maintain governance board business rules and process documents.
- Collaborate on the integration of innovation into NAVSEA business processes.

### **3.1.10 Command Chief of Staff and Command Administrative Services Support**

As required by the government program manager, the contractor shall:

- Support planning and executing NAVSEA COS and Command Administrative Services efforts, including and not limited to general program/project planning assistance, creating/developing/maintaining schedules/POA&Ms /milestones, metrics/status reporting, team management assistance, data/information management and similar Project Management (PM) support as needed.
- Provide PM support to assist in the coordination of special Command projects that may arise (e.g. coordination/planning of a major event such as a Change of Command).
- Provide graphics design and media services and support for NAVSEA Graphics Department and printed media.
- Provide programmatic, analytical, engineering, and administrative support for records management.
- Assist in executing the forms management program for NAVSEA, including providing the support required to meet regulatory, compliance, and legal, requirements, guidelines, and policy for forms. Contractor personnel assigned to support SEA 00A forms management program require access to classified forms management materials stored and accessible on the Secret Internet Protocol Router Network (SIPRNet) as well as unclassified Navy Marine Corps Intranet (NMCI).
- Support the management of Personally Identifiable Information (PII) including assisting in the management and the disposition of information, developing and implementing guidance and best practices, and assisting the Government Project Manager in executing and managing command-wide PII programs.
- Provide research and analysis, and generate options on key command topics.
- Assist in program planning, implementation, issues and actions tracking, root cause analysis, corrective actions, calendars and contacts management.

- Support execution of command initiatives, evaluating and creating various business cases, drafting/evaluating white papers, communications/correspondence support, and designing/implementing/managing/maintaining tracking mechanisms.
- Assist in preparing for inspections, military personnel collateral duty assessment(s), COS council support, policy writing, organizational performance metrics, coordination with other organizations on key tasks (e.g. leadership training, Quality of Life, and onboarding/check-in/out, awards, webpage management).
- Assist SEA COS in developing charters, mission/vision statements, long and short term plans, and organization manual.
- Provide coordination support for command programs.
- Support briefs and meetings as required, including preparation and consolidation of inputs for briefs, attendance at meetings, generating minutes, agendas, facilitating effective meetings/briefs, or similar meeting support.
- Draft and compile inputs, support command publications.
- Receive and process incoming and outgoing mail containing classified, controlled unclassified, and personally identifiable information

### **3.2 Corporate Operations and Total Force (TF) Planning and Execution**

Corporate Operations and TF Directorate (SEA 10) requires technical, professional, PM, advisory, and assistance support with analyses and evaluations, human capital management, business initiatives, and compliance programs to improve mission readiness, enhance ability to become multi-mission capable, increase organizational maturity, and optimize productivity and effectiveness. This includes support for organizational and workforce development, business unit integration, process improvement, operational redesign, change management, personnel effectiveness, and financial management. The contractor shall provide support personnel with the required level of expertise, skill sets, training, and certifications to perform the following support, as required by the Government TPOC:

- Identify and evaluate issues impacting HQ/PEO Corporate Operations and TF efforts and provide recommendations to NAVSEA senior managers to achieve overall goals and objectives.
- Facilitate integration of Corporate Operations and TF business units to improve coordination and collaboration of business operations across the enterprise.
- Analyze, improve, and document Command-wide Corporate Operations and TF/HR business processes to optimize operational efficiency, productivity, and accountability.
- Prepare program briefs and ad hoc reports including issue papers, point papers, white papers, information papers, fact sheets, literature searches/reviews, presentations, and prepare newsletters, email communications, blogs, and other correspondence needed to support SEA 10 Program/Project/Task Leads/Managers.
- Develop content to provide to Corporate Operations community members to keep them up to date on new policies, technology, and FAQs.
- Provide administrative, logistic, PM, and technical support as required to

execute SEA 10 projects.

- Facilitate team meetings, offsite meetings, and working groups. When required provide conference space with appropriate connectivity and teleconferencing capability and meeting materials, such as agendas, minutes, and briefs.
- Conduct surveys and assessments, analyze results, and make recommendations.
- Provide SEA 10 leadership with recommendations on marketing, communication, change management strategies, and tactics, and formulate and propose implementation approaches to achieve maximum success and impact of the strategies.
- Develop/prepare/maintain PM and technical documentation and products such as schedules/milestone charts, proposed conference agendas/discussion topics, SharePoint sites, presentation/briefing packages, meeting minutes, and correspondence.
- Develop/maintain/provide metrics that address four areas: productivity (efficiency), quality (effectiveness), organizational health including human capital management (sustained capability), and Return on Investment (ROI).
- Gather, compile, analyze, and deliver data that support metrics initiatives and can assist SEA 10 in fact-based decision-making; and prepare graphs/graphics to summarize results and display data or feature services on SharePoint or similar electronic media. Update data, metrics, displays, graphics, electronic media, and SharePoint sites monthly or as required by Government TPOCs.

### **3.2.1 Civilian Human Resources (HR) Support**

As required by the Government TPOC, the contractor shall:

- Research Command-wide inquiries pertaining to performance appraisals and management processes and draft responses.
- Analyze and assess best or next practices and assist the government developing and implementing best or next practices for transitioning compensation systems.
- Analyze gaps and leverage best practices to identify potential project pitfalls in performance management transitions and institute mitigation strategies.
- Provide expertise to support the development and implementation of proven marketing and of communication strategies.
- Assist with planning and data migration into new performance management systems.
- Conduct gap analyses for HQ/PEO organizations, enterprise business units and organizations, or competency domain leaders.
- Provide HR subject matter expertise for meetings, presentations, inquiries, and resolution of action items developed at meetings.
- Review and analyze HR best and next practices to improve implementation of initiatives.
- Recommend HR best and next practices for NAVSEA to consider using.
- Support NAVSEA HQ/PEO HR initiatives including workforce staffing,

recruitment, administration, operations, and organizational design services; and, offer strategies and tactics to improve workforce development and Command performance.

- Support the EEO/Diversity Office including PM, technical, data analysis and management, and administrative services for the following efforts: report preparation; research and analytics; pre-compliant EEO counseling; diversity conference management; MD-715 data; Barrier Analysis; reasonable accommodations; diversity initiatives; complaints processing; and data retrieval, input, maintenance, analysis and presentation.
- Conduct independent EEO complaint investigations and deliver final reports as required. This includes providing specific expertise, management, and adequately trained personnel as per EEO office requirements.
- Provide interpreting services consistent with the practices and policies of the Registry of Interpreters for the Deaf (RID). All sign language interpreters/practitioners shall be certified by the RID.
- Support the Enterprise-wide Awards Program, including:
  - preparation of awards bulletins;
  - special Retirement and Career Length of Service Awards certificate process management;
  - external awards completion by collaborating with sponsors to establish internal deadlines and clarify nominations requirements and by drafting announcements for distribution;
  - research new external award opportunities in areas of interest to the NAVSEA community; and
  - processing nominations for the DON Meritorious Civilian Service Award.
- Provide technical support to develop, update, and maintain unique SharePoint functionality within iNAVSEA, including and not limited to: training and development pages and tools; awards nomination pages and tools; EEO pages and tools; and labor and employee relations tools and pages.

### **3.2.2 Total Force (TF) Planning and Management**

As required by the Government TPOCs, the contractor shall provide the following support:

- Provide professional, technical, program/project, advisory and administrative support to counsel, guide, and aid SEA 10 project leads to execute TF initiatives.
- Develop/review/update/maintain integrated TF planning and management strategy as required to ensure TF key priorities are addressed.
- Analyze and evaluate the planning, development, monitoring, and execution of TF initiatives, and provide recommendations for continuous improvement.
- Assist in the coordination and integration of the HQ/PEO Manpower and Civilian Personnel Staffing offices to improve the management of billets and Billet Identification Numbers.
- Track the status of approved civilian work force requirements ("controls") and provide control reports to leadership, managers, and HR staff to inform personnel management decisions, particularly selection and hiring actions. Maintain current reporting systems and processes and suggest improvements that readily enable managers to make decisions on selection

and hiring actions.

- Assist in providing innovative solutions for ensuring that NAVSEA's position management program is successfully executed in a cost-effective manner.
- Provide tactical and operational expertise to support human capital and personnel related functions, including staffing (not to include anything inherently governmental such as hiring, reductions in force, etc.), recruitment, promotions, incentive awards, position descriptions, performance management, and payroll, using automated systems in use in NAVSEA, Navy and DoD (e.g. Total Workforce Management System (TWMS), TMD, ASM, TFMMS, DCPDS, Navy Enterprise Resource Planning (ERP)).
- Assist Reserve Program Office and Reserve Engineering Duty Community Manager with personnel assignments; technical analysis for recruiting; business process and procedure analysis; coordination and integration of Active and Reserve Officers to improve military Billet Management; develop and monitor execution of programs to support recruiting in NAVSEA reserve units.
- Provide analysis and advisory services for the design, deployment, and execution of the Corporate Operations Competency Domain; provide quarterly updated baseline of the Domain by conducting community health assessments. Assist in Domain initiatives that address human capital competency development.
- Supply strategic, tactical and operational talent to solve problems or fill needs in TF Financial Management Branch, including advanced database programming, advanced knowledge of NAVSEA financial structure, advanced knowledge of DoD Financial Systems/Reports (DCPS, Work Year Personnel Cost (WYPC), Civilian Execution Indicator (CEI). . .etc.), and advanced knowledge of Navy ERP.
- Provide WYPC system support personnel with the expertise and capability to provide conversion and analysis of available reports (e.g., monthly DFAS reports) that deliver actionable/usable decision-making information that conforms to existing templates and can account for all WYPC pay codes and line items.
- Provide CEI support with the skills and capability to perform the following:
  - reconciliation of monthly reports to Financial Management Board (FMB);
  - populating and reconciling monthly CEI templates;
  - loading official PB budget exhibits for each NAVSEA activity into the CEI template to develop the plan against which actuals are tracked;
  - constant tracking of execution data (End Strength, Full Time Equivalent (FTE), and Labor Costs); and
  - reporting CEI thresholds as required by the Government TPOC.
- Maintain, update, compare, and reconcile the database used for tracking NAVSEA civilian budgets. Compare information with the actual End Strength, FTE, and funding listed in Program Budget Information System (PBIS) OP08 Table. Perform maintenance on comparison tools to ensure updates made by FMB to the OP08 table format or content are correctly reflected.
- Provide Navy ERP and Gross Pay Records (GPR) support. The GPR file serves as the basis of several reports, projections, and tables with the data analysis. Support personnel shall possess the data analysis expertise and capability in the systems to conduct data analyses and deliver several

reports. These include and are not limited to:

- onboard count reports;
- home cost center reports;
- funding line reports;
- pay system reports;
- master reference tables;
- year-to-date comparison reports;
- gains and losses reports;
- projections by organization (fund type, funding line, total year labor costs, etc.);
- labor cost reports;
- ERP comparison and Salary reports; and
- comprehensive reports to identify anomalies or defects in source data.
- Address emergent or day to day requirements for reports and data analysis that arise throughout the duration of the contract, which may require development of additional reports or maintenance and adjustments/refinements to existing reports as requirements change or emerge or as directed by the Government TPOC.
- Attend and participate in various planning meetings: provide assistance and support to investigate anomalies within the financial system, review labor execution, and discuss new requirements at planning meetings.

### **3.2.3. Training and Development**

As required by the Government TPOC, the contractor shall:

- Assist Workforce Development Branch in identifying training solution(s) to support, sustain, and advocate Command strategic goals.
- Facilitate and accelerate efforts to design, develop, pilot, and deliver programs to address NAVSEA enterprise training requirements.
- Facilitate/plan/conduct HQ/PEO training sessions/courses/events including classroom, online/web-based, or blended learning environments.
- Develop/update Web-based Training (WBT) and Computer Based Training (CBT) to meet NAVSEA's changing learning and development requirements or demands.
- Develop, track, update, maintain, and report performance measures that correlate to and depict the effectiveness of training solutions.
- Support planning management and execution of programs and initiatives such as, onboarding, Meet the Enterprise, and Meet the Fleet.

### **3.2.4 Corporate Operations and Total Force Technology, Information Systems (IS), and Data Management (DM) Support**

As required by the Government TPOC, the contractor shall provide the following technical, systems engineering, and PM support:

- Assist in the maintenance and implementation of updates to enterprise-wide (including field activities) learning and development/training management IS solutions that capture details of the learning, development, and training conducted and completed, including details of that training.

- Assist in evaluating, analyzing, and providing recommendations on all IS processes and data storage solutions related to the creation and submission of civilian manpower budgets and exhibits.
- Assist in evaluating, analyzing, and providing recommendations on IS, DM, and data storage solutions related to the collection of performance measures that correlate to and depict the effectiveness of training solutions.
- Provide IS, technical, and PM support to the NAVSEA Workforce Management (WFM) Technology Group as follows:
  - ensure necessary NAVSEA WFM systems are successfully integrated with ERP to facilitate the improvement and sustainment of efficient and effective WFM/HR practices, processes and programs enterprise-wide; and
  - ensure NAVSEA WFM data in Navy ERP is consistent with data maintained in other WFM systems (e.g., TF Manpower Management System, Officer Personnel Information System, Navy Enlisted System, TWMS, SharePoint sites, Defense Civilian Personnel Data System, Defense Civilian Payroll System, and other NAVSEA/DON/DoD data systems).
- Support civilian personnel payroll processes, execution, and systems.
- Provide technical support to the Manpower branch with database/application support for the manpower requirements execution tables, including Corporate Data Warehouse (CDW) support.
- Support Civilian Personnel Functional Area Manager with multiple tasks related to the NAVSEA application and system portfolios.
- Support Functional User Manager for TWMS; assist in the development of requirements for new functionality, training, and metrics gathering.
- Support the iNAVSEA Project Manager in managing the Configuration Control Board (CCB), creating new sites, and troubleshooting issues with existing sites. Support CCB meetings and processes ensuring that branding and common look and feel for current site is maintained and that new development work and work processes are vetted and approved through the established CCB process.
- Support/conduct iNAVSEA user training, as needed and requested by the iNAVSEA Project Manager, which may be conducted through brown bags.
- Provide technical support to the CDW-HR Project team, including assistance with Oracle DB management and integration, PL/SQL program development, and SAP Business Objects development, training, and documenting. This support requires knowledge of Oracle, PL/SQL, & SAP Business Objects.
- Provide technical, and PM support and assistance with the development and implementation of dash-boarding initiatives that integrate data from various Corporate Operations functional teams and systems.

The contractor shall ensure that all Information Technology (IT), IS, or DM support is conducted in accordance with all applicable policies, guidelines, and regulations and shall interface with government project manager prior to conducting any IT, IS, or DM support activities to ensure the proper authority has been granted to act within a particular IT, IS, or DM environment.

### **3.2.5 NAVSEA Enterprise Talent Management (ETM) Strategy and Execution**

The ETMO, SEA 10E, provides the strategic human capital management guiding



platform to connect, coordinate, and combine business units, competency domains, and organizational representatives from the NAVSEA enterprise and the participating DoN SYSCOMS into focused Integrated Business Operating Teams (IBOTs) that execute the approved TMS and approach to achieve effectiveness and efficiency in ETM. ETM and the TMS are strategic, capability focused, and collaborative, to foster alignment, partnership, alliance, and network integration, and to ensure NAVSEA's workforce continuously evolves and transforms to meet the enterprise's strategic, tactical, and operational needs in the effective and efficient execution, management, and delivery of fleet focused products, goods, and services.

The ETM specific talent life cycle expertise required includes enterprise workforce analytics and planning, workforce learning and development, sourcing, selecting, and recruiting, succession management, sustainment and separation, compensation management, career and competency management, mentoring and coaching, executive management, and PM in partnership and coordination with the DoN SYSCOMS where applicable. The contractor shall provide PM Professional (PMP) certified support personnel and subject matter experts who use PM institute principles as a framework to assist in accomplishing the successful development, identification, implementation, and execution of ETM strategies and transformational management as described in the following subparagraphs 3.2.5.1 and 3.2.5.2.

### ***3.2.5.1 Enterprise Talent Management (ETM) Strategy, Design, and Execution***

ETMO requires knowledgeable and experienced talent and expertise to support transformational management, innovative design, development, marketing, communication, deployment, maintenance, and continuous improvement of the NAVSEA ETML portfolio plan; and to execute ETM plans and strategies per NAVSEA strategic business plan and ETMO goals, objectives, and requirements. To that end, the contractor shall:

- Provide subject matter experts and advisory services in the areas of data and workforce analytics, strategic human capital management, and talent management. Associated products and deliverables include and are not limited to: white papers, policy and strategy documents, Plans Of Action and Milestones (POA&Ms), point papers, actions items, data analyses, assessments, execution models/frameworks/methodologies, integrated master schedules, and briefs, reports, and summaries for suitable for higher level presentation.
- Assist the government program manager in the development, documentation, and implementation of ETM/TMS by drafting and submitting of policies, tactics, and guides.
- Assist the government program manager with research, environmental/organizational talent review scans, collection of data, and conduct data analysis to provide actionable information or executable actions.
- Recommend ETM best and next approaches or practices for assessing, analyzing, documenting, and reporting on the impact that talent has on Total Ownership Cost.
- Determine and submit realistic standardized and repeatable measures of success/metrics.

- Provide skilled experts to review ETM workforce analytics practices and capabilities and formulate a standardized methodology for delivering a sustainable, leadership driven, and focused ETM workforce analytics capability.
- Collaborate with the NAVSEA Public Affairs Office (PAO) (SEA 00D) on Marketing, Advertising, Promoting, and Positioning (MAPP) efforts and ETM products, goods, and services to connect and communicate with enterprise business units and organizational entities; and work with SEA 00D to ensure that communications planning is on target for the programs to be executed.
- Develop, update, or maintain mobile IS technologies (e.g., apps) to build innovative human capital management products and services, utilizing existing Navy tools whenever practical, to efficiently and effectively market, advertise, promote, and position the NAVSEA brand within the social media market place.
- Provide facilitators and experts as requested for integrated program and project business operating teams related to all ETM modules and lines of businesses.
- Assist the government program manager in designing, producing, and maintaining a fully operational program management capability to oversee and monitor the ETM portfolio, including team engagement, initiative tracking (pre- and post-investment), meeting scheduling, cost/budget requirements, and status reporting.

### **3.2.5.2 Transforming Enterprise Talent Management (ETM) Continuously**

The ETM engagement features additional work and work process requirements. As required by the government program manager, the contractor shall:

- Review, modify, and update business rules for formulating ETM IBOTs as the NAVSEA clearinghouse and working-level authority for coordination of situations, tasks, actions and results for the ETML elements as required or needed for adjustment and sustainment. The current IBOTs are as follows:
  - Student Engagement and Outreach
  - Recruiting
  - Hire and On-Board
  - Develop and Retain
- Provide program/organizational management expertise to assess and identify issues or concerns and propose results driven solutions that address the challenges of IBOTs and facilitates program/project alignment of stakeholders and SYSCOM partners.
- Provide expert MAPP support as required to reach target audiences and showcase NAVSEA ETM including SYSCOMs, programs, services, and benefits.
- Update and revamp ETM proposals and rationale for investments, cost savings initiatives, and approved recommendations.
- Develop/provide analytical talent and human capital forecasting models that allow ETMO to forecast and compare/contrast enterprise cost savings opportunities, identify gaps, as well as risk and success probability of ETM recommendations.
- Research innovative workforce analytics and planning methods/tools internal or external to DoN for new pilot testing and possible deployment

across the enterprise to provide proven analytics solutions and to ensure cost effective and on-point ETML outcomes that meet NAVSEA mission requirements.

### 3.2.6 Senior Executive Management (SEM)

As required by the government program manager, the contractor shall:

- Provide Program management and technical support to assist with the operation of the SEM program, including program structure and tools (e.g., Defense Talent Management System (DTMS), Executive Performance Assessment Tool (EPAT), and Executive Development Plan (EDP)) and other employee life cycle elements per DoD and DON policies, procedures, guidelines, and requirements.
- Facilitate development of a systematic process for maximizing senior leader talent aligned with DON/OCHR guidelines and methodologies.
- Assist with the program management and development of a method to improve executive management efficiency and effectiveness by aligning processes/timelines to fill Senior Executive positions.
- Provide executive subject matter experts to assist NAVSEA executives in developing their EDP.
- Provide continuous ability to mobilize Senior Executive talent toward known and emergent organizational needs.
- Provide SharePoint expertise to revamp NAVSEA SEM site to reflect executive requirements and interest.
- Provide executive level experts for the development and implementation of SEM products, DON, and DoD tools in a web-enabled environment.

### 3.2.7 Leadership Development Programs

NAVSEA executes its leadership development strategy primarily through three programs, the Next Generation (NexGen) Leadership Program, the Journey Level Leadership (JLL) Program, and the Commander's Executive Fellows Program (CEFP). These programs offer varied learning and development opportunities in the form of traditional and non-traditional learning environments (e.g., classrooms, courses, workshops, WBTs, etc.), mentoring, and rotational job placements. Each program targets participants at different grade levels to fulfill a leadership development continuum strategy.

As required by the Government TPOC, the contractor shall support the NexGen and JLL programs as follows:

- Support the planning and execution of NexGen and JLL programs, including training events/courses and rotational placements.
- Generate schedules, POA&Ms, planning documents, briefs, assessments, reports or similar items are requested by the government project lead.
- Facilitate/plan/conduct training sessions/courses/events, including classroom, online/web based, or blended learning environments that fulfill NexGen and JLL development plans and NAVSEA leadership development goals.
- Provide technical support to develop, maintain, or improve capabilities and systems that provide oversight/management/communication/reporting of the JLL and NexGen programs, including web-enabled or SharePoint

capabilities and functionality.

As required by the Government TPOC, the contractor shall support the CEFP program as follows:

- Provide PM, technical, professional, and administrative support for a cadre of between 5 and 30 CEFP participants, including:
  - designing innovative learning and development systems to facilitate the capitalization of core competencies development for participants;
  - assisting in the production of Individual Development Plans (IDPs); and
  - assisting in managing/handling participant requirements.
- Assist the government program manager in developing, documenting, evaluating, revamping, test driving/piloting, and implementing CEFP programs and systems; and adjusting policies, tactics, and guides to achieve organizational and individual success.
- Assist the government program manager in designing, producing, and maintaining a fully operational program management capability to oversee and monitor the CEFP portfolio, including team and participant engagement, initiative tracking (pre- and post-investment), meeting scheduling, regular progress updates, analytics, and status reports to evaluate progress.
- Assist with the use of social media tools within the NAVSEA portfolio by teaching CEFP participants share and document their experience.
- Provide online or face-to-face career counseling; and conduct pre and posttest with participants.
- Coordinate quarterly updates with CEFP government program manager and governance board.

### **3.3 Surge and Special Studies**

If the Government determines that an increased level of effort for support services within the scope of this PWS is required, the Government reserves the right to exercise a SURGE AND SPECIAL STUDIES Option CLIN for additional work in accordance with this PWS. The contractor shall provide the resources to support a surge in volume, velocity, and/or variety of capability/expertise. This maximum flexibility may be through the use of additional company resources or subcontracting for additional support. This surge support may be for a one-time task or for continued support upon identification of the requirement.

The contractor shall provide an approach to surge support and special studies on an as needed basis.

#### **3.3.1 Surge Support**

Surge requirements can include any requirement for increased level of effort under any of the task statements provided in this PWS. Surge requirements include and are not limited to the following:

- Provide RID certified sign language interpreters/practitioners to support increased or emergent requirements for interpreting services, which may

occur outside of the National Capitol Area Region.

- Provide investigations and assessments as required to support Corporate, Organizational, Strategic, or Workforce initiatives or regulatory/compliance programs.
- Develop, plan, and/or conduct training or courses to meet emergent requirements.
- Increased support for IBOTs and/or recruiting efforts.
- Support for emergent requirements (e.g., mandated major shifts in performance management or personnel systems or implementation of new workforce management or hiring strategies).

### **3.3.2 Senior/Advanced Technical, Advisory, or Consulting Support/Special Studies**

The contractor shall provide senior program management, technical expertise, and/or advisory services/special studies related to NAVSEA Command initiatives or strategies as required by the NAVSEA Chief Strategy Office or Corporate Operations and TF Directorate. Special Studies requirements include and are not limited to the following:

- Provide technical, strategic, and professional support, when required for special studies or assessments, and capture conclusions and recommendations in a written format to be determined and accepted by the assigned Government TPOC.
- Review, assess, analyze, and provide comments on complex reports or studies as assigned.
- Attend, participate, or accompany senior leadership to panels, task forces, committees, and reviews.
- Assist/participate in major meetings and presentations as needed, including travel outside the national capital region. As appropriate, a transcriptionist may be required.
- Deliver human capital dynamic & discrete Modeling & Simulation: technology enabled methodologies and analysis to facilitate planning and evidence based decision making.
- Provide highly knowledgeable experienced talent and expertise to support, develop, and/or execute transformational management, innovative design, development, IS, marketing, communication, deployment, maintenance, and continuous improvement efforts and strategies per NAVSEA strategic business plan goals, objectives and requirements, including emergent contingencies that may arise.

## **3.4 Performance Measuring and Monitoring**

### **3.4.1 Performance Objective**

The Contractor shall provide knowledge experts who will keep pace with the changing climate and provide information, assessments, and recommendations to Government TPOCS and Program/Project/Technical Leads/Managers on issues and topics that may affect the major areas of this PWS. The Contractor staff will be led by a small highly qualified and experienced program management team, including PMP certified individual(s) who will ensure the Contracting Officer's Representative (COR) and Government TPOCs are provided timely notification when Contractor personnel issues or other Contractor exigencies

arise that may affect contract performance or funding.

### **3.4.2 Performance Standard**

The following performance standards serve as the basis for determining whether performance outcomes have been satisfactorily achieved and the delivery of service is considered acceptable.

- The Contractor's work products shall be consistent with the needs of the mission as identified by the Government Project/Program/Task Managers/Leads.
- Technical and status reports shall be factually accurate and complete, and reflect high quality and adherence to due dates and deadlines provided by technical instructions during performance.
- Deliverables, including studies and analyses, recommendations, presentations, and other data, will be measured through customer feedback and receptivity of recommendations.
- Services shall reflect technological and management techniques employed to increase efficiencies and control total cost.

### **3.4.3 Acceptable Quality Level**

Acceptable quality written documents shall be defined as: free of spelling errors, free of grammatical errors, formatted correctly, and fully coordinated with any stakeholders. All data deliverables must be fully compatible with Navy Marine Corps Intranet (NMCI) or successor system format for Microsoft Office products (Word, Excel, Access, PowerPoint, Publisher, OneNote, Project, and SharePoint) and other application programs.

### **3.4.4 Monitoring Method**

The Government will review and assess all deliverables and products. The Contractor shall provide a monthly report of all work accomplished under this contract, including active and completed tasks, and respective costs.

## **3.5 Security Requirements**

Most of the work under this contract will be UNCLASSIFIED. A portion may be classified at the Confidential or Secret level. Much of the work will be Business Sensitive and/or Privacy Act protected. Therefore, the Contractor shall ensure all personnel assigned to performance of this Task Order understand such information shall be kept "close-hold" and not disclosed outside of the respective Office, Directorate, or Program Office. The contractor shall ensure that all personnel are adequately trained in the proper handling of sensitive information and the proper handling and disposition of Personally Identifiable Information (PII). In addition, all Automated Data Processing (ADP) positions shall conform to DoD 5200.2-R requirements which identify National Agency Check guidance and ADP Position Categories. Because of the sensitivity of the information the Command and Corporate Operations Offices deal with, and because of the location of the work, the following personnel requirements apply:

1. All Contractor personnel assigned to performance of this Task Order shall

be U.S. citizens.

2. All Contractor personnel assigned to the performance of this Task Order shall have at least a SECRET clearance. Junior personnel are allotted 120 days from start of their assignment to obtain necessary clearance level.

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#### CLAUSES INCORPORATED BY FULL TEXT

#### ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

"subcontractor" for "Contractor" where appropriate.

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

**COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

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

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

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

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

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

**CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)**



(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in the Proposal in response to NAVSEA Solicitation No.N00024-16-R-3226.

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

#### **ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the

Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

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

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

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

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

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

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

Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

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

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

#### **HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)**

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

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

(1) The support Contractor not disclose any information;

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

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

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

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

(d) NAVSEA may, without further notice, enter into contracts with other Contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room Contractor. (Please contact Director, E Business Division for Contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the Government.

#### **HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)**

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer's Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as

defined in FAR52.249-14.

### **NON-DISCLOSURE AGREEMENTS**

Contractor personnel shall be provided a Statement of Non-disclosure of Information (Attachment 3) which shall be completed and signed by each employee as a condition for each employee providing services under this Task Order. Completed Nondisclosure Statements shall be returned to the Contracting Officer's Representative (identified in Section G) within fifteen working days after Task Order award or from the date of hire for new employees.

# Section D - Packaging and Marking

## ITEM(S) DATA REQUIREMENTS (NAVSEA)(SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001-A002, attached hereto.

## 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:  
\* \_\_\_\_\_  
Name of Requiring Activity:  
\* \_\_\_\_\_  
City and State:

\* To be added at award

# Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY REFERENCE

**52.246-3** Inspection of Supplies - Cost-Reimbursement (MAY 2001)

**52.246-5** Inspection of Services - Cost-Reimbursement (APR 1984)

**52.246-8** Inspection of Research and Development—Cost-Reimbursement (MAY 2001)

**52.246-16** Responsibility for Supplies (APR 1984)

## CLAUSES INCORPORATED IN FULL TEXT

### **HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA**

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

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.*

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

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

### **INSPECTION AND ACCEPTANCE LANGUAGE FOR ODCs**

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government specified in an applicable TI.

*\*Note that the COR is identified in Section G of this Task Order*

## Section F - Deliveries or Performance

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

7000	04/12/2017 - 04/11/2018
7001	04/12/2017 - 04/11/2018
7002	04/12/2017 - 04/11/2018
7003	04/12/2017 - 04/11/2018
7100	04/12/2018 - 04/11/2019
7101	04/12/2018 - 04/11/2019
7102	04/12/2018 - 04/11/2019
7103	04/12/2018 - 04/11/2019
7200	04/12/2019 - 04/11/2020
7201	04/12/2019 - 04/11/2020
7202	04/12/2019 - 04/11/2020
7203	04/12/2019 - 04/11/2020
7300	04/12/2020 - 04/11/2021
7301	04/12/2020 - 04/11/2021
7302	04/12/2020 - 04/11/2021
7303	04/12/2020 - 04/11/2021
9000	04/12/2017 - 04/11/2018
9100	04/12/2018 - 04/11/2019
9200	04/12/2019 - 04/11/2020
9300	04/12/2020 - 04/11/2021

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

7403	04/12/2021 - 04/11/2022
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The Period of Performance of the following Award Term line Items are as follows:

7400	04/12/2021 - 04/11/2022
7401	04/12/2021 - 04/11/2022
7402	04/12/2021 - 04/11/2022
9400	04/12/2021 - 04/11/2022

Services to be performed hereunder will be provided at Destination unless otherwise specified in Technical Instructions or CDRLs.

### PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, within the period of performance dates designated in SECTION F.



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

7000	04/12/2017 - 04/11/2018
7001	04/12/2017 - 04/11/2018
7002	04/12/2017 - 04/11/2018
7003	04/12/2017 - 04/11/2018
7100	04/12/2018 - 04/11/2019
7101	04/12/2018 - 04/11/2019
7102	04/12/2018 - 04/11/2019
7103	04/12/2018 - 04/11/2019
7200	04/12/2019 - 04/11/2020
7201	04/12/2019 - 04/11/2020
7202	04/12/2019 - 04/11/2020
7203	04/12/2019 - 04/11/2020
7300	04/12/2020 - 04/11/2021
7301	04/12/2020 - 04/11/2021
7302	04/12/2020 - 04/11/2021
7303	04/12/2020 - 04/11/2021
9000	04/12/2017 - 04/11/2018
9100	04/12/2018 - 04/11/2019
9200	04/12/2019 - 04/11/2020
9300	04/12/2020 - 04/11/2021

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

7403	04/12/2021 - 04/11/2022
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**The Period of Performance of the following Award items are as follows:**

7400	04/12/2021 - 04/11/2022
7401	04/12/2021 - 04/11/2022
7402	04/12/2021 - 04/11/2022
9400	04/12/2021 - 04/11/2022

# Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT:

### HQ G-2-0002 CONTRACTOR'S FACILITY ADDRESS

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.

### HQ G-2-0003 TASK ORDER POINTS OF CONTACTS

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

CONTRACTING OFFICER REPRESENTATIVE

ALTERNATE CONTRACTING OFFICER REPRESENTATIVE

OMBUDSMAN (NAVSEA AND OVERARCHING)

PROCURING CONTRACTING OFFICER (PCO)

PURCHASE OFFICE REPRESENTATIVE (POR)\*

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

#### **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.

(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.

#### **DFARS 252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE (SEP 2009)**

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

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

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

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

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

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

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

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

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

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

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

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

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

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

Cost Voucher

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00024
Admin DoDAAC	S2404A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA031
Other DoDAAC(s)	N/A

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

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

(g) *WAWF point of contact.*

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

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



# Section H - Special Contract Requirements

## 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this Task Order, 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.

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

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

## CPFF/CPIF/ODC

ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	EST. POP THROUGH
7000			
7001			
7003			
7100			
7101			
7103			
7200			
7201			
7300			
7301			
7302			
7303			

9200			
9300			

(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.

#### **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:

(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.

#### **NAVSEA 5252.216-9122 LEVEL OF EFFORT - ALTERNATE I (MAY 2010)**

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

(b) Of the total man-hours of direct labor set forth above, it is estimated that 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 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted:

(1) The total number of man-hours of direct labor expended during the applicable period;

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs;

(3) A breakdown of other costs incurred;

(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 overrun; and

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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



result of the Contractor's election to implement an alternative worksite plan.

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

#### **NAVSEA 5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)**

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

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

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

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

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

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

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

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

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

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

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

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

#### **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.

#### **5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

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

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

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

# Section I - Contract Clauses

All clauses in the basic IDIQ contract apply to this task order, as applicable.

52.224-3 is added by reference

52.224-3 Privacy Training (Jan 2017)

52.245-1 ALT 1 Government Property (Jan 2017)

52.245-9 Use and Charges (Apr 2012)

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

252.245-7002 Reporting Loss of Government Property (Dec 2017)

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

252.245-7004 Reporting, Reutilization and Disposal (Dec 2017)

252.211-7007 Reporting of Government Furnished Property (Aug 2012)

52.245-2 Government Property Installation Operation Services (Apr 2012)

## **FAR 52.216-1 - Type of Contract (APR 1984)**

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) type Task Order resulting from this solicitation, with Cost-Reimbursable Travel/ODC CLINs and Cost-Plus-Fixed-Fee (CPFF) Surge CLINs.

## **FAR 52.217-9 -- Option to Extend the Term of the Contract. (MAR 2008)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total man-hours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of man-hours specified in paragraph (a) of the aforementioned requirement have been expended.

## **FAR 52.244-2 Subcontracts (Oct 2010) Alternate I (JUN 2007)**

(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:

**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.**

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause

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

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

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

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

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

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

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

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

Subcontractors added at the time of award:

#### **DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)**

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

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause [252.204-7012](#), Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see [252.204-7012\(b\)\(1\)\(ii\)](#))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

**DFARS [252.204-7012](#) SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)**

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

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

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

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

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

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

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

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

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

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies (e.g., privacy, proprietary business information).

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

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

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

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

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

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

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

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

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171>

that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

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

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

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

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

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

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

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

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

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

(1) To entities with missions that may be affected by such information;



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

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

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

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

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

#### **DFARS 252.227-7013 Rights in Technical Data--Noncommercial Items (FEB 2014)**

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

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

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

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

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

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

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

or effort; and

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

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

(7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

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

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

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

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

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

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

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

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

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

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

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

- (1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or
- (2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;
- (ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and
- (iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.
- (15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.
- (16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
- (b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):
- (1) *Unlimited rights.* The Government shall have unlimited rights in technical data that are—
- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
- (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
- (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—
- (A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or
- (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.
- (2) *Government purpose rights.*
- (i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—
- (A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

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

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

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

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

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

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

(3) Limited rights.

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

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

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

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

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

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date	
Printed Name and Title	
Signature	

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

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

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

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.:

Contractor Name:

Contractor Address:

Expiration Date:

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

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

#### LIMITED RIGHTS

Contract No.:

Contractor Name:

Contractor Address:

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of

technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(4) Special license rights markings.

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

#### SPECIAL LICENSE RIGHTS

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

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

license conveying the rights to the Government; and

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

(k) Applicability to subcontractors or suppliers.

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

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

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

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

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

**DFARS 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.

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

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

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



software.

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

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

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

(7) "Developed" means that—

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

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

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

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

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

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

(9) "Developed exclusively with government funds" means development was not

accomplished exclusively or partially at private expense.

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

partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

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

(12) "Government purpose rights" means the rights to—

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

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

(13) "Minor modification" means a modification that does not significantly alter

the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) “Noncommercial computer software” means software that does not qualify

as commercial computer software under paragraph (a)(1) of this clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

computer software, provided that—

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

(3) Restricted rights.

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

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

(iii) The Contractor acknowledges that—

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

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

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

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

(4) Specifically negotiated license rights.

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software

or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

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

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

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

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

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

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

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

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

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

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

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

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

Date	_____
Printed Name and Title	_____
Signature	_____

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

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

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

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

#### 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.

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

#### RESTRICTED RIGHTS

Contract No.:

Contractor Name:

Contractor Address:

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

(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.

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

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

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

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



## Section J - List of Attachments

Attachment 1: Revised DD 254

Attachment 2: Subcontracting Plan

Attachment 3: Non Disclosure Agreement

Attachment 4: Award Term Plan

Attachment 5: Quality Assurance Surveillance Plan (QASP)

Attachment 6: GFP Spreadsheet

Exhibit A: CDRLs

<b>Attachment Number</b>	<b>File Name</b>	<b>Description</b>
	Attachment1DD254.pdf	Attachment 1: DD254 Contract Security Specification
	Attachment_3_Non_Disclosure_Agreement.docx	Attachment 3: NON-DISCLOSURE AGREEMENT (INDIVIDUAL)
	Exhibit_A_CDRLS.pdf	Exhibit A: CDRLs
	Attachment_4_Award_Term_Plan.docx	Attachment 4: Award Term Plan
	GFP.xlsx	Attachment 6: GFP
	Attachment_5_Quality_Assurance_Surveillance_Plan_(QASP).docx	Attachment 5: Quality Assurance Surveillance Plan (QASP)
	Attachment_2_Subcontracting_Plan.pdf	Attachment 2: Subcontracting Plan