AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶ RATING DO-C9

2. CONTRACT (Proc. Inst. Ident.) NO. N00039-04-D-0004

3. EFFECTIVE DATE See block 20c

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY CODE N00039
Commander, Space and Naval Warfare Systems Command
4301 Pacific Highway
San Diego, CA 92110-3127

Mark R. Schweer
(619) 524-7165 mark.schweer@navy.mil

6. ADMINISTERED BY (If other than Item 5) CODE S2404A
DCMA Virginia
10500 Battleview Parkway, Suite 200
Manassas, VA 20109-2342

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Anteon Corporation
3211 Jermantown Rd, STE 700
Fairfax, VA 22030-2844

Debra D. West
(619) 881-8938 dwest@anteon.com

CODE 07MU1 FACILITY CODE 067641597

8. DELIVERY
☐ FOB ORIGIN ☐ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ▶ ITEM: 252.232-7003

11. SHIP TO/MARK FOR CODE
See Block 5

12. PAYMENT WILL BE MADE BY CODE HQ0338
DFAS-Columbus Center
DFAS-CO/South Entitlement Ops
P.O. Box 182264
Columbus, OH 43218-2264

13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c)( ) ☐ 41 U.S.C. 253 (c)( )

14. ACCOUNTING AND APPROPRIATION DATA
AA 1741804 5T6M 252 EA E11 068342 2D 04A6M0
92000000000 $2,500.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Line Items 0003 - 0006 are hereby awarded. Award Terms, to the extent earned, may be subsequently awarded in accordance with the H-16, Award Term Clause, herein.				

15G. TOTAL AMOUNT OF CONTRACT ➔ $ 214,326,306

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.)
Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☒ AWARD (Contractor is not required to sign this document.)
Your offer on Solicitation Number N00039-03-R-0032 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER
Mark R. Schweer

19B. NAME OF CONTRACTOR
BY
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY Mark R. Schweer
(Signature of person authorized to sign)

20C. DATE SIGNED 6 AUG 2004

Section B - Supplies Or Services and Prices/Costs

ITEM	SUPPLIES / SERVICES	QUANTITY / UNIT	UNIT PRICE	EXTENDED PRICE
	Base Period: Award through 30 September 2006			
0003	Program Management Services - Program - CPFF			Note 1
0004	Program Management Services - Program - FFP			Note 2
0005	ODCs/Travel			Note 3
0006	Data			NSP

ITEM	SUPPLIES / SERVICES	QUANTITY / UNIT	UNIT PRICE	EXTENDED PRICE
	First Award Term: 1 October 2006 – 31 March 2007			
1003	Program Management Services - Program - CPFF			Note 1
1004	Program Management Services - Program - FFP			Note 2
1005	ODCs/Travel			Note 3
1006	Data			NSP

ITEM	SUPPLIES / SERVICES	QUANTITY / UNIT	UNIT PRICE	EXTENDED PRICE
	Second Award Term: 1 April 2007 – 30 September 2007			
2003	Program Management Services - Program - CPFF			Note 1
2004	Program Management Services - Program - FFP			Note 2
2005	ODCs/Travel			Note 3
2006	Data			NSP

ITEM	SUPPLIES / SERVICES	QUANTITY / UNIT	UNIT PRICE	EXTENDED PRICE
	Third Award Term: 1 October 2007 – 31 March 2008			
3003	Program Management Services - Program - CPFF			Note 1
3004	Program Management Services - Program - FFP			Note 2
3005	ODCs/Travel			Note 3
3006	Data			NSP

ITEM	SUPPLIES / SERVICES	QUANTITY / UNIT	UNIT PRICE	EXTENDED PRICE
	Fourth Award Term: 1 April 2008–30 September 2008			
4003	Program Management Services - Program - CPFF			Note 1
4004	Program Management Services - Program - FFP			Note 2
4005	ODCs/Travel			Note 3
4006	Data			NSP

Note 1 – CPFF CLINs: The total evaluated cost plus fixed fee for the maximum quantity of 4,000,000 hours will be listed at the end of this table at contract award. The above CLINs are listed for use on individual task orders.
Note 2 – FFP CLINs: The contract amount for FFP CLINs is to be negotiated on individual task orders. To the extent that FFP CLINs and ODCs/Travel CLINs are ordered, a commensurate amount of CPFF ceiling will be unavailable.
Note 3 – ODCs/Travel: The contract amount for ODCs/Travel CLINs is to be negotiated on individual task orders. These costs will be non-fee bearing, subject to G&A and FCCOM (if applicable) only.

TOTAL ESTIMATED COST PLUS FIXED FEE FOR THE ENTIRE CONTRACT PERIOD OF PERFORMANCE

5 U.S.C. 552 (b)(4)

Total Estimated Cost: $
Total Fee: $
Total Cost Plus Fixed Fee: $214,326,306

B-1 Fee, Cost Plus Fixed Fee Indefinite Quantity Type Contracts (Oct 1995) (SPAWAR B-308)

The fixed fee rate per hour of each direct labor hour performed applicable to orders will be the same as the rate established in the basic contract. Fee on fee will not be allowed, i.e. prime fee on subcontractor costs plus subcontractor fee.

B-2 Contract Minimum and Maximum Quantities

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of $2,500 worth of orders. The maximum quantity is the total estimated level of effort of the contract: 4,000,000 hours. The minimum and maximum quantities are established for the whole potential four-year life of the contract and not on a base or award term level.

B-3 Fee Determination and Payment (Indefinite Delivery Type Contract) (Dec 1999) ALTERNATE I (SPAWAR B-309)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this contract is 4,000,000 hours. The 4,000,000 direct labor hours include 0 uncompensated overtime labor hours.

(b) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders, as defined in clause H-3, Types of Task or Delivery Orders, may be issued under this contract, in addition to fixed price task orders. The Request for Proposal issued for each delivery or task order will set forth the type of order deemed appropriate by the Government.

(c) Fee Fixed Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. Subcontractor fee will not be billed as a separate direct cost on the voucher submitted by the contractor to the government, but will be paid to the subcontractor by the prime contractor from the fee per hour billed from the fixed fee pool.

(d) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee pool by the number of estimated hours.

(e) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order prove insufficient to complete performance under the order, the government may elect to increase the hours by written modification. These hours will be fee bearing at the same dollar per hour amount as in paragraph (h) below.

If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee will be reduced by the amount per hour indicated in paragraph (h) below.

Estimated cost will be increased/decreased as applicable.

(f) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

If the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be deobligated by modification to the delivery order prior to contract closeout.

(g) Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours set forth in paragraph (a), such adjustments shall be made by contract modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(h) Payment of Fee.

The Government shall pay fixed fee to the contractor for CLIN x003 on each direct labor hour performed by the contractor or subcontract, at the rate of [redacted] hour for the base period year 2; [redacted]/hour for award term one; $ [redacted] hour for award term two; $ [redacted] hour for award term three; and $ [redacted] hour for award term four, per direct labor hour invoiced by the contractor subject to the FAR 52.216-8 "Fixed Fee" contract clause, provided that the total such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery or task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

5U.S.C. 552(b)(4)

Each CPFF term-type task order shall cite the following information: "The fixed fee for work performed under this task order is $ _____ [*Contracting officer insert the negotiated fixed fee amount*], *provided* that not less than _____ [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than _____ [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work."

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference, shall apply to all individual delivery or task orders issued under this contract.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

(i) Administration.

Each hour authorized under the original delivery or task order is fee bearing and will be deducted from the estimated total hours under the contract. Hours added by modification to level-of-effort orders are fee bearing and will be deducted from the estimated total hours. Hours deleted by modification from a level-of-effort order are available for award on new or existing orders. These hours shall be ordered at the same amount of fee per hour as originally ordered.

There are no hours applicable to overrun costs added by modification to completion type orders. Therefore, overruns are not fee bearing and no hours will be deducted from the estimated total hours.

Hours applicable to change in scope modifications to completion type orders are fee bearing and are deducted from the estimated total hours.

(j) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see Section A of the basic contract), who will process it for final payment and submit it to the paying office.

B-4 Allotment of Funds (Jan 1989) (SPAWAR 5252.232-9200)

a. This contract is incrementally funded with respect to both cost and fee.

b. The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

ITEM(S)	ALLOTTED TO FIXED FEE
As specified on individual task orders	

c. The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE
As specified on individual task orders		

d. The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

B-5 CLIN Availability

It is expected that this single solicitation will result in both a single award IDIQ contract and a number of multiple award IDIQ contracts. Enterprise-breadth CLINs, as defined in Attachment 1, Statement of Objectives, (0001, 0002, 1001, 1002, 2001, 2002, 3001, 3002, 4001, 4002), will be awarded to the single awardee. Program-breadth CLINs, as defined in Attachment 1, Statement of Objectives, (0003, 0004, 1003, 1004, 2003, 2004, 3003, 3004, 4003, 4004), may be awarded to both the single and multiple awardees.

Section C - Description/Specification/Work Statement

C-1 Specifications/Statement of Objectives (Dec 1999) (SPAWAR C-301)

Work under this contract shall be performed in accordance with the following description/specifications/ statement of objectives (SOO): See Attachment 1.

C-2 Security Requirements (Dec 1999) (SPAWAR C-313)

The work to be performed under this contract as delineated in the DD Form 254, Attachment 2 involves access to and handling of classified material up to and including Top Secret.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the cognizant Security Officer.

C-3 Work Week (Dec 1999) (SPAWAR C-315)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees is Monday through Friday, 0700 to 1630. Work at this Government installation shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. The following is a list of holidays observed by the Government:

Name of Holiday	Time of Observance
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

C-4 Notice to Contractor of Certain Drug Detection Procedures (Dec 1999) (SPAWAR C-317)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied workspaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-5 Liability Insurance-Cost Type and Fixed Price Contracts

(a) The following types of insurance and minimum amounts are required in accordance with the clause at FAR 52.228-7 "Insurance--Liability to Third Persons", and the clause at FAR 52.228-5 "Insurance—Work on a Government Installation":

(1) Workers' compensation and employers' liability: minimum of $100,000
(2) Comprehensive general liability: $500,000 per occurrence
(3) Automobile liability: $200,000 per person
$500,000 per occurrence
$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

C-6 Key Personnel (Dec 1999) (SPAWAR C-325)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel*

NAME POSITION

5 U.S.C. 552 (b)(4)

5 U.S.C. 552 (b)(4)

* See clause C-8(d), Personnel Requirements, and provision L-2, Submission of Complex Proposals, Factor 3-Resumes for additional details.

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty-hour week if performed only by the number of employees originally proposed.

C-7 Accessibility of Electronic and Information Technology (Jun 2001) (SPAWAR C-718)

(a) Each Electronic and Information Technology (EIT) supply or service provided under this contract shall comply with the EIT Accessibility Standards listed below:

☐ 36 C.F.R. § 1194.21 (Software Applications and operating systems
☒ 36 C.F.R. § 1194.22 (Web-based and internet information and applications)
☐ 36 C.F.R. § 1194.23 (Telecommunications products)
☐ 36 C.F.R. § 1194.24 (Video and multimedia products)
☐ 36 C.F.R. § 1194.25 (Self contained, closed products)
☐ 36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this contract shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this contract does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the contract, the Government may exercise the rights and remedies contained in the contract.

C-8 Personnel Requirements

Personnel shall have education and experience relevant to C4ISR systems or to any other DoD systems acquisition and life cycle support. All personnel provided throughout contract performance shall meet the minimum requirements of the personnel professional levels specified below.

a. Below are listed the Standard Labor Categories for this contract. Except for Program Manager and Deputy Program Manager, which shall both be at the senior level only, all other categories shall consist of one or more of the Personnel Professional Levels described in subparagraph (b) below.

Program Manager
Deputy Program Manager
Engineer
Information Technology Specialist
Acquisition/Contract Specialist
Program Management Specialist
Financial/Cost Specialist
Technical Writer
Administrative Support

b. Minimum Requirements Of The Personnel Professional Levels Within Each Standard Labor Category Are As Follows:

1. Senior level personnel—at least 10 years of specialized experience in the labor category field of expertise for which they are proposed and a Bachelor's degree from an accredited college or university. Master's degree desired.

2. Mid level personnel—at least 5 years of specialized experience in the labor category field of expertise for which they are proposed and a Bachelor's degree from an accredited college or university. An additional 4 years of specialized experience may be substituted for the Bachelor's degree.

3. Junior level personnel—less than 5 years of specialized experience. Bachelor's degree desired.

c. General Education and Experience Requirements:

Education: The Bachelor's degree shall be from an accredited college or university in a major related to the discipline for which the person is proposed. Experience may not be substituted for a Bachelor's degree at the senior level. A Master's degree from an accredited college or university in related discipline is desirable for senior level personnel. Program Manager and Deputy Program Manager categories shall only be senior level personnel.

Experience: Complex C4ISR systems, other DoD systems acquisition and life cycle support, and DoD/Navy budgeting processes are types of specialized experience required under this contract. People proposed shall have the number of years of specialized experience relevant to their labor category field of expertise listed above. Additional years of general experience are not a contractual requirement, but are desired. Years of specialized experience shall also count as general experience.

d. Task Order Manager

A Task Order Manager (TOM) is a role, not a labor category. As such, a TOM may come from any labor category. TOMs are responsible for managing and ensuring successful financial and technical performance of one or more task orders. TOMs may be assigned on a functional (labor category), organizational (customer code) or other basis at the offeror's discretion. After the Program Manager and Deputy Program Manager, select individuals filling the TOM role are considered key personnel. These select Task Order Managers may also be responsible managing or mentoring other TOMs.

Section D - Packaging And Marking

D-1 Marking of Reports (Nov 1991) (SPAWAR 5252.237-9203)

All reports shall prominently show on the cover of the report:

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

Name

Activity

Office/Address

Section E - Inspection And Acceptance

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/loadmainre.html

FAR SOURCE	TITLE AND DATE
52.246-4	**Inspection of Services -- Fixed-Price (Aug 1996)**
52.246-5	**Inspection of Services -- Cost-Reimbursement (Apr 1984)**

E-1 Inspection and Acceptance of Contract Data Requirements (Jan 1989) (SPAWAR 5252.246-9203)

Data items submitted under Letter of Transmittal shall be the responsibility of the initial addressee under Block 14 of DD Form 1423 as to review for adequacy and contract compliance. Where deficiencies or inadequacies are noted, the initial addressee should so advise the contractor by letter within a reasonable period of time with copies to the ACO and the cognizant Technical Office indicated in Block 6 of DD Form 1423.

The initial addressee shall advise the contractor with copy to ACO and the cognizant technical code in Block 6 of DD Form 1423 at such time as each data submission submitted by a Letter of Transmittal has been satisfactorily accomplished.

Inspection and acceptance of Data Items requiring shipment under DD Form 250 shall be made in accordance with Block 7 of DD Form 1423. Where acceptance is at destination and more than one addressee is shown in Block 14 of DD Form 1423, acceptance shall be the responsibility of the initial addressee.

Addressees other than the initial addressee shall be considered informational.

Section F - Deliveries Or Performance

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/loadmainre.html

FAR SOURCE	TITLE AND DATE
52.242-15	**Stop-Work Order (Aug 1989)**
52.242-15 ALTERNATE I	**Stop-Work Order (Aug 1989) -- Alternate I (Apr 1984)**

F-1 Periods of Performance for Ordering, Orders, and Options to Extend Term of the Contract (Dec 1999) (SPAWAR F-303)

The period of performance of the contract, for the purpose of issuing delivery or task orders is as follows:

CLIN(S)	PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS
0003-0006	Award through 30 September 2006

The period of performance for each order shall be stated within such order. Additional time of not more than 364 days beyond the ordering period may be allowed for completion of outstanding orders.

The period of performance for Award Term CLIN(S) to extend the term of the contract is as follows:

CLIN(S)	PERIOD(S) OF PERFORMANCE
1003-1006	1 October 2006 - 31 March 2007
2003-2006	1 April 2007 - 30 September 2007
3003-3006	1 October 2007 - 31 March 2008
4003-4006	1 April 2008 - 30 September 2008

The above periods of performance for Award Terms to extend the term of the contract shall be governed by Section H, Clause H-16, Award Term, and Section J, Attachment 4, Award Term Plan Excerpts.

F-2 Exercise Of Task Order Options

The government reserves the right to award task orders that include option periods. Contract Line Item Numbers (CLINs) 0001-0006, 1001-1006, 2001-2006, 3001-3006, and 4001-4006 will be used as CLINs should the government include such task order option periods. Option periods may be exercised by a unilateral modification to the task order by the Contracting Officer on or prior to the end of the task order performance period. Option periods included in the task order may only be exercised if, at the time of option exercise, the basic contract is active for new orders. For example, task order options that begin performance on or after 1 October 2006 may only be exercised if Award Terms have been earned for that performance period.

Section G - Contract Administration Data

G-1 Standard Monthly Status Reports

The contractor shall electronically submit Monthly Status Reports (MSR) covering all awarded Task Orders (TO). Submissions are due monthly by the 15th of the following month to the COR and Contracting Officer. This submission may be to a central website. MSRs shall be submitted in the format of Attachment 8.

The MSR shall include, but not be limited to:

Task Order Number
Task Name/Title
Command
Organizational Code/Department
Prime/Subcontractor Name
Appropriation(s)
Fiscal Year of Appropriation(s)
ACRN
Purchase Request Number
Ceiling Amount (Dollars)
Ceiling Amount (Hours)
Cost to Complete
Funded Amount (Dollars)
Funded Amount (Hours)
Incurred Labor Costs for the Reporting Period
Incurred Labor Costs to Date
Incurred Manhours for the Reporting Period
Incurred Manhours to Date
Incurred Travel/ODC Costs for the Reporting Period
Incurred Travel/ODC Costs to Date
Total Fixed Fee (For CPFF TOs)
Work Breakdown Structure (WBS) Element
Period of Performance Start and End Dates

In addition to the formatted information above, a brief narrative shall be included in the MSR to address:

Period Covered by Report
Significant Accomplishments -- description of the technical progress made during that period
Significant Issues
Schedule Status -- indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable
Travel Activity

The offeror shall maintain a tracking system for all task orders to include, at a minimum, the information in the formatted portion of the MSR. This system must be capable of producing reports sorted by; task order, totals by Command, totals by Organizational Code, totals by fiscal year of appropriation and totals by WBS. The offeror shall provide emergent reports at the request of the Contracting Officer or COR.

G-2 Type of Contract (Dec 1999) (SPAWAR G-314)

This is an IDIQ, CPFF contract with FFP CLINs.

G-3 Contractor Performance Appraisal Reporting System (Oct 2002) (SPAWAR G-321)

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at http://www.cpars.navy.mil/

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Section H - Special Contract Requirements

H-1 Organizational Conflict of Interest

(a) The Contractor agrees that all potential organizational conflicts of interest shall be handled in accordance with FAR Subpart 9.5. Organizational Conflicts of Interest (OCI) occur when contractor personnel are placed in situations where their individual judgment may become biased or when a contractor may have or gain an unfair competitive advantage. For this acquisition of Program Management (PM) services, OCI issues may arise because of a contractor performing work under any government contracts on behalf of any of the organizations listed in the Statement of Objectives (SOO) or when the single awardee competes with multiple awardees for program breadth effort. Under such circumstances, the government may request and approve acceptable OCI mitigation plans. These plans shall be developed in accordance with the contractor's proposed processes. If approved, the contractor shall implement the mitigation plan and its attendant non-disclosure agreements (NDAs).

(1) A contractor's performance under any government contracts on behalf of any of the organizations listed in the Statement of Objectives (SOO) may have involved providing systems engineering or technical direction, preparing specifications or work statements, providing evaluation services or having access to proprietary information. These activities do not necessarily exclude a contractor from participating in this acquisition for PM services. However, it is the contractor's responsibility to analyze its performance under those government contracts on behalf of any of the organizations listed in the SOO and identify/disclose known OCI issues. This responsibility exists at both the contract and task order levels. If after award, the contractor's analysis of task order requests for proposal (RFP) identify OCI issues, the contractor shall disclose the issue(s) to the government, and submit a mitigation plan along with its task order proposal.

(2) This acquisition intends a single award for PM services of enterprise breadth and a multiple award for PM services of program breadth. The single awardee may compete with multiple awardees for program breadth effort. OCI issues may arise when the single awardee competes for program breadth effort. If the single awardee's analysis of a program breadth task order request for proposal (RFP) identifies OCI issues, the single awardee shall disclose the issue(s) to the government, and submit a mitigation plan along with its task order proposal.

(b) All contractor personnel, including subcontractors and consultants, who will be involved in providing support services under this solicitation for a current or planned SPAWAR procurement on behalf of any of the organizations listed in the SOO, irrespective of whether that procurement will occur under a SPAWAR contract, shall execute and submit a Contractor Employee Non-Disclosure Agreement (See Attachment 11). The contractor agrees that it and its employees will not participate, nor allow its subcontractor(s) and consultants or their employees to participate, in any such current or planned SPAWAR procurement in which they may obtain knowledge of program financial data or Source Selection Information until the individual employees of the contractor or subcontractor or consultant (i) executes a Contractor Employee Non-Disclosure Agreement and (ii) furnishes a copy of such agreement to the Contracting Officer through their company. This is also required at any time the contractor proposes replacement personnel. Source Selection Information (SSI) is defined in FAR 2.101.

(c) The Contracting Officer may terminate a contractor for convenience, in whole or in part, if determined to be necessary, or may recuse the contractor from performance on any OCI work under this contract that the government determines cannot be satisfactorily mitigated. If the contractor was aware of OCI issues prior to award, or discovered other conflicts after award, but did not disclose them, or misrepresented relevant information to the Contracting Officer, the government may terminate the contractor for default, debar the contractor from government contracts, or pursue other remedies as may be permitted by law or this contract. The contractor shall include this clause in all subcontracts and agreements with consultants who will be involved in any potential OCI issue and will require Mitigation Plans be established with them.

H-2 Alternatives and Updates to Specifications and Standards (Dec 1999) (SPAWAR H-320)

(a) The Department of Defense is--

(1) committed to minimizing the use of military and federal specifications and standards; and

(2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The Contractor--

(1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;

(2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:

(i) a copy of the proposed alternatives;

(ii) a comparison of the proposed alternatives to the specifications or standards cited in the contract; and

(iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

H-3 Types of Task or Delivery Orders (Dec 1999) (SPAWAR H-322)

The following types of task or delivery orders may be issued under this contract:

☒ A cost-plus-fixed-fee (CPFF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.

☒ A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).

☐ A time-and-material task order will be issued when it is not possible to accurately estimate the extent or the duration of the work or to anticipate costs, including materials, with any reasonable degree of confidence.

☐ A labor-hour task order will be issued when it is not possible to accurately estimate the extent or the duration of work or to anticipate costs with any reasonable degree of confidence (materials need not be included).

☒ A firm-fixed-price (FFP) delivery order will be issued when acquiring commercial items, or for acquiring other supplies or services on the basis of reasonably definite or detailed specifications and fair and reasonable prices can be established at the outset.

H-4 Contractor Picture Badge (Dec 1999) (SPAWAR H-323)

(a) A contractor picture badge may be issued to contractor personnel by the SPAWAR HQ Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWAR HQ prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWAR HQ Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to SPAWAR HQ Security Office a list of all unreturned badges with a written explanation of any missing badges.

H-5 Employment of Navy Personnel Restricted (Dec 1999) (SPAWAR H-341)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-6 Delivery Order Limitations of Cost/Funds (Dec 1999) (SPAWAR H-344)

In accordance with the FAR Clause 52.232-20, "Limitation of Cost," or 52.232-22 "Limitation of Funds," the Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred under orders issued under the resultant contract, except as authorized by the contracting officer.

The cost factors utilized in determining the estimated costs under any order placed hereunder shall be the applicable rates current at the time of issuance of the task or delivery order, not to exceed, however, any ceilings established by the terms of this contract.

If at any time 75% of either the estimated cost or estimated level of effort specified in the task or delivery order is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that which will be required to complete performance. The Government shall have the right to modify the task or delivery order accordingly.

If the Contractor exceeds the estimated costs authorized by task or delivery order placed hereunder, the Government will be responsible only for reimbursement of the cost and payment of fee in an amount up to that established by the task or delivery order.

The total amount of all task or delivery orders issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract.

H-7 Reimbursements Under Cost Reimbursement, Time and Material and Labor Hour Contracts (Mar 2000) (SPAWAR H-349)

(a) Office Equipment

The costs for acquisition, usage or rental of General Purpose Office Equipment including, but not limited to, typewriters, word processing machines, computers, computer time, printers, reprographic and xerographic copying machines, telecopiers, telephone equipment, and postage machines are considered overhead expenses and shall not

be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause, if this is a time-and-material or labor-hour contract. These overhead expenses will be reimbursed to the contractor as indirect costs under the FAR 52.216-7 "Allowable Cost and Payment" clause, if this is a cost-reimbursement contract.

(b) Overtime

Overtime is not authorized.

(c) Overtime/Holiday Rate

(1) Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(2) Overtime and/or holiday work is not authorized.

(3) Unless the contractor states otherwise in contractor's proposal it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

(d) Vehicle and/or Truck Rental

When any special vehicles and/or trucks are required, the cost for contractor-owned vehicles and/or trucks shall be included in the overhead rate and applied to the labor categories set forth in Section B. The contractor shall be reimbursed for actual rental/lease of vehicles and/or trucks, only if provided for in Section B and authorized by individual task/delivery orders. Reimbursement of such rental shall be made based on actual amounts paid by the contractor, not to exceed the rates set forth in the applicable line items in Section B.

H-8 Reimbursement of Travel Costs (Mar 2000) (SPAWAR H-350 ALTERNATE I)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. The travel request shall be submitted three weeks in advance, when possible, prior to incurring any travel costs, and shall include as a minimum, the following:

(1) Contract number
(2) Date, time, and place of proposed travel
(3) Purpose of travel and how it relates to the contract
(4) Contractor's estimated cost of travel
(5) Name(s) of individual(s) traveling and;
(6) A breakdown of estimated travel and per diem charges.

Any travel under the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. Travel under this contract is only authorized under task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate shown in Section B; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50) miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract. When authorized, per diem shall be paid by the contractor to his employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) For transportation other than described in subparagraph (d)(4) below, the contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(4) The contractor shall not be paid for travel mileage for contractor personnel who reside in the metropolitan area in which the services are being performed. Travel mileage shall not be paid for services performed at the contractor's home facility or at any location within a driving radius of 50 miles from the contractor's home facility.

H-9 Procedures For Issuing Orders (OCT 2003) (SPAWAR H-354)

(a) *Ordering*. This is an IDIQ, CPFF contract with FFP CLINs to provide support services for SPAWAR HQ, PEO-C4I & Space, PEO-IT, PEO-LMW PEO(T) and SPAWAR Echelon III Commands. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery or task orders on DD Form 1155. Orders shall be placed by the Contracting/Ordering Officer or his/her representative. Delivery or task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures*.

(1) Delivery or task orders issued shall include, but not be limited to, the following information:
(a) Date of Order
(b) Contract, order number and requisition number
(c) Appropriation and accounting data
(d) Description of the services to be performed
(e) Description of end item(s) to be delivered
(f) DD Form 254 (Contract Security Classification Specification), if applicable
(g) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract
(h) Exact place of pickup and delivery
(i) The inspecting and accepting codes (as applicable)
(j) Period of time in which the services are to be performed
(k) For each applicable labor category, estimated number of labor hours required to perform the order
(l) The estimated cost plus fixed fee or ceiling price for the order
(m) List of Government-furnished material and the estimated value thereof, if applicable
(n) Delivery date

(2)
(a) Delivery or task orders may be issued under this contract by facsimile or by electronic commerce methods.
(b) Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days. Oral orders placed under this contract shall not exceed $100,000.

(c) *Modification of Delivery/Task Orders*. Delivery/Task orders may be modified by the ordering officer. Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable. Delivery or task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order. The Contractor shall acknowledge receipt of any delivery or task order within one working day after receipt thereof.

(d) *Ceiling Price*. The cost plus fixed fee or ceiling amount for each delivery/task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(e) *Unilateral Orders*. Delivery or task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

H-10 Contractor Identification (Dec 1999) (SPAWAR H-355)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H-11 Awarding Orders Under Multiple Award Contracts (May 1996) Alt II (SPAWAR 5352.216-9001)

(a) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of $2,500 pursuant to the procedures established in this clause, unless the contracting officer determines that:
(1) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;
(2) Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;
(3) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or

(4) It is necessary to place an order to satisfy a minimum guarantee.

(b) Unless the procedures in paragraph (a) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:
(1) The Government will request that each multiple award contractor submit their technical and/or managerial approach, if necessary, and cost/price estimate in response to the Government's work statement/SOO.
(2) The response may be presented to the Government either orally or in writing, as set forth in the task order request for proposal.
(3) The Government will issue orders based on an assessment of the evaluation criteria listed in individual task orders in making awards under this paragraph.

(c) Under the provisions of the Federal Acquisition Streamlining Act of 1994 (10 U.S.C. 2304 (c) Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task or

delivery order, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

(d) (1) For this contract, the designated task or delivery order ombudsman is the Navy Competition Advocate General within the Office of the Assistant Secretary of the Navy (Research Development & Acquisition) Acquisition Business Management at telephone number (703) 602-2338, fax 602-4643, or email to ombudsman@hq.navy.mil. The task or delivery order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for task and delivery orders in excess of $2,500, consistent with procedures in the contract. However, it is not within the designated task or delivery order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

(2) Contractors are encouraged to settle their complaints through the Competition Advocate chain of command; seeking review by the Competition Advocate at SPAWAR HQ before taking their complaints to the Navy Competition Advocate General. The SPAWAR HQ Competition Advocate is the Director of Contracts, Code 02, who can be reached at (619) 524-7014.

(e) This clause does not guarantee the contractor issuance of any task order or delivery order above the minimum guarantee(s) stated in clause B-2.

H-12 Small Business Subcontracting Plan (Oct 1995) (SPAWAR 5252.219-9201)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran owned small business is hereby approved and attached hereto as Attachment 3 and is made a part of this contract.

H-13 Segregation Of Costs (DEC 2003) SPAWAR 5252.232-9206

(a) The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA:
(1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer, and
(2) to the Procuring Contracting Officer.

H-14 Authorized Changes Only by the Contracting Officer (Jan 1992) (SPAWAR 5252.243-9400)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the

Contracting Officer's. If the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME	Mark R. Schweer
ADDRESS	4301 Pacific Hwy., San Diego, CA 92110
TELEPHONE	(619) 524-7165
EMAIL	mark.schweer@navy.mil

H-15 Government Furnished Property And Facilities

In accordance with FAR 45.302-3 (a)(6), facilities and/or equipment may be provided to a contractor under a contract other than a facilities contract when the contract is for work within an establishment or installation operated by the Government. The Government's interest will be protected by Government property clauses (FAR 52.245-2 for fixed price task orders and FAR 52.245-5 for cost reimbursement task orders) included in contract.

SPAWAR Instruction 5000.20A dated 24 Dec. 1997 includes a process used by SPAWAR program offices to identify and authorize use of SPAWAR headquarters facilities or equipment, including computers, by contractor employees. To the extent such facilities and/or equipment are provided by the government, the clause at FAR 52.245-8, Liability for Facilities, shall apply. Additionally, any other Government Furnished Information (GFI) and/or Government Furnished Property (GFP) provided to the contractor for use on a particular task will be specifically identified on the individual task order.

H-16 Award-Term Clause

The base period of performance of this contract is two years. Additionally, four – six month award terms may be earned by the contractor for outstanding performance. The maximum contract duration is four years. A formal assessment of contractor performance will be conducted annually to determine whether award terms are earned or lost. Interim evaluations will take place at the mid point of each evaluation year to provide feedback to the contractor. Interim evaluations will not result in earning or losing award terms.

(a) Award Term. The award-term process is an incentive that permits extension of the contract period beyond the base period of performance for exceptional performance or reduction of the contract period of performance because of unsatisfactory performance.

(b) Evaluation Criteria/Rating. Evaluation criteria are established in the Award Term Plan. Contractor performance against established criteria will be rated using five adjectives; Exceptional, Very Good, Satisfactory, Marginal and Unsatisfactory.

(c) Monitoring of Performance. The contractor's performance will be evaluated by performance monitors whose findings are reported to the Award Term Review Board (ATRB). The ATRB makes recommendations to a Term Determining Official (TDO), who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period.

(d) Award-Term Plan. This plan details the organization, responsibilities and processes by which the award term incentive will be administered. The evaluation criteria, associated ratings, award-term evaluation periods and the extensions or reductions are also in the plan. See Attachment 4.

(e) Modification of Award-Term Plan. Either party may propose changes to the award-term plan. The Government may make unilateral changes to the plan for evaluation periods that have not already begun. All contractor proposed changes, and any changes proposed to take effect in evaluation periods that have already begun, will be bilaterally negotiated.

(f) Self-Evaluation. Contractors shall submit written self-assessments to the Contracting Officer by the annual assessment date. Self-assessments shall address applicable evaluation criteria. The self-assessment may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance.

(g) Disputes. All TDO decisions and the methodology used to determine award terms are unilateral actions made solely at the discretion of the Government.

(h) Award-Term Extension. Any award terms earned or lost will be reflected in unilateral contract modifications implementing determinations made by the TDO. The maximum contract duration is four years.

H-17 Limited Release Of Contractor Confidential Business Information (CBI) (NOV 2003) (H-359)

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(*3*) have agreed under their contract or a separate non-disclosure agreement to not use confidential

business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(*3*).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

H-18 Special Small Business Reporting Requirements

The contractor shall submit to the PCO and to the SPAWAR Small Business Office written notification regarding the replacement or removal of any first tier small business named in the subcontracting plan. The notification shall be submitted within 15 calendar days of the removal/replacement and shall include the rationale for the action. If applicable, provide the following information for any replacement subcontractor: company name, address, business category (woman owned small business, HUBZone, etc.), principal product/service to be provided, and percent of total subcontracted amount affected.

In addition to submitting SF 294/SF 295s as required by FAR Clause 52.219-9, Small Business Subcontracting Plan, the contractor shall submit special quarterly subcontracting reports in the format specified in Attachment 10. Contractors shall follow the instructions for submitting this report listed in the Attachment.

H-19 Release Of Planning, Programming, And Budgeting System (PPBS) Data

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

(1) Planning phase.
(2) Defense Planning Guidance.
(3) Programming Phase.
(4) Fiscal Guidance (when separate from Defense Planning guidance).
(5) Program Objective Memoranda.
(6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
(7) Program review Proposals.
(8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
(9) Proposed Military Department Program Reductions (or Program Offsets).
(10) Tentative Issue Decision Memoranda.
(11) Program Decision Memoranda.
(12) Budgeting Phase.
(13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
(14) Classified P1, R1 and C1.
(15) Program Budget Decisions and Defense Management Report Decisions.
(16) Reports Generated by the Automated Budget Review System (BRS).
(17) DD 1414 Base for Reprogramming.
(18) DD 1416 Report of Programs.
(19) Contract Award Reports.
(20) Congressional Data Sheets.
(21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company and subsidiaries (if any), and any financial interests they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Solicitation N00039-03-R-0032 as the term PPBS is defined in Clause H-19 of that contract to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE _____
TYPED NAME _____
DATE _____

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:
(1) terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service"
(2) include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.
(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

H-20 State Sales Tax Exemption (OCT 2003) SPAWAR H-360

(a) The contractor's price shall not include state sales tax, unless the location of the contractor's business is in a state that does not afford the Federal Government a tax exemption status under its state and local laws (e.g., Arizona,

Hawaii). The contract price excludes all state and local taxes levied on or measured by the contract or sales price of the services or materials furnished under this contract.

(b) To the extent that the guidance in FAR Part 31 and DFARS Part 231 applies to this contract, such tax or duty shall not constitute an allowable cost under this contract, unless specifically permitted by the Contracting Officer.

(c) Contractors may be taxed by a state or local authority when procuring goods and services for performance of this contract. Such taxation does not constitute a tax levied on the Federal Government; rather it is a tax levied on the contractor for which the contractor is liable. However, the Federal Government is exempt from state and local taxation. Therefore, the contractor shall state separately on its invoices taxes excluded from the contract price, and the contracting officer agrees to either pay the amount of the taxes to the contractor or provide evidence necessary to sustain an exemption.

(d) No exemption certificate is required.

H-21 Additional Ordering Procedures for Technical Data and Computer Software Delivered Under a Task Order.

(a) The purpose of this clause is to describe additional ordering procedures applicable to the issuance of task orders under this contract irrespective of whether the Government decides to issue a task order on a sole-source basis.

(b) Based upon its review of the items of technical data or computer software listed in the Government's proposed work statement, the contractor may determine that, based upon new information or inadvertent omissions (unless inadvertent omissions would have materially affected the source selection decision) in its Section K Certification/Representation entitled "Identification and Assertion of Use, Release, or Disclosure Restrictions" (DFARS § 252.227-7017) submitted in response to the solicitation that resulted in this contract, in order to successfully perform the task the contractor anticipates that it will deliver technical data or computer software to the Government with less than Unlimited Rights. Under such circumstances, along with its proposal submitted in response to the Government's proposed work statement, the contractor shall furnish to the Government other assertions in accordance with DFARS 252.227-7013(e)(3) and 252.227-7014(e)(3). The Government notes that it is entitled to Unlimited Rights in technical data and computer software associated with certain items delivered under this contract in certain situations, even where those items were not developed exclusively with Government funding (see DFARS 252.227-7013(b)(1)(ii, iv-ix) and 252.227-7014(b)(1)(ii-vi)).

(c) If the contractor does not submit other assertions in accordance with DFARS 252.227-7013(e)(3) and 252.227-7014(e)(3) along with its proposal submitted in response to the Government's proposed work statement, the contractor agrees that it shall furnish all technical data and computer software delivered under the resulting task order with Unlimited Rights.

H-22 Proposal Preparation Costs

The costs for preparation of cost/price proposals, and technical proposals, if required, for Task Orders, shall be charged by the contractor as an indirect expense and shall not be reimbursed by the government as a direct cost under this contract.

H-23 5252.227-9402 Qualified U.S. Contractors For Export-Controlled Technical Data (JAN 1992)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contract is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States.

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. contractor is engaged, or plans to engage. The purpose for which the data is needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.
(3) The U.S. contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.
(4) The U.S. contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.
(5) To the best of its knowledge and belief, the U.S. contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

Section I - Contract Clauses

Section I-1 - Clauses Incorporated By Reference

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
http://www.arnet.gov/far/loadmainre.html

FAR SOURCE	TITLE AND DATE
52.202-1	Definitions (Dec 2001)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2003)
52.204-2	Security Requirements (Aug 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (Aug 2000)
52.204-7	Central Contractor Registration (Oct 2003)
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.211-15	Defense Priority and Allocation Requirement (Sep 1990)
52.215-2	Audit and Records -- Negotiation (Jun 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data-Modifications (Oct 1997)
52.215-14	Integrity of Unit Prices (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Jan 2004)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997)

52.215-21 Alternate I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications -- Alternate I (Oct 1997)
52.215-21 Alternate II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications -- Alternate II (Oct 1997).
52.216-7	Allowable Cost and Payment (Dec 2002)
52.216-8	Fixed Fee (Mar 1997)
52.219-8	Utilization of Small Business Concerns (Oct 2000)
52.219-9	Small Business Subcontracting Plan (Jan 2002)
52.219-9 ALT II	Small Business Subcontracting Plan (Jan 2002) -- Alternate II (Oct 2001)
52.219-16	Liquidated Damages -- Subcontracting Plan (Jan 1999)
52.222-3	Convict Labor (Jun 2003)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.222-36	Affirmative Action for Workers With Disabilities (Jun 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)
52.223-6	Drug-Free Workplace (May 2001)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)
52.225-13	Restrictions On Certain Foreign Purchases (Dec 2003)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-10	Filing of Patent Applications -- Classified Subject Matter (Apr 1984)
52.228-3	Workers Compensation Insurance (Defense Base Act) (Apr 1984)
52.228-5	Insurance -- Work on a Government Installation (Jan 1997) [FFP Clause]
52.228-7	Insurance -- Liability to Third Persons (Mar 1996)
52.229-3	Federal, State, and Local Taxes (Apr 2003) [FFP Clause]
52.230-2	Cost Accounting Standards (Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Nov 1999)
52.232-1	Payments (Apr 1984)
52.232-8	Discounts for Prompt Payment (Feb 2002) [FFP Clause]
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-16	Progress Payments (Apr 2003) [FFP Clause]

52.232-17	Interest (Jun 1996)
52.232-18	Availability of Funds (Apr 1984)
52.232-20	Limitation of Cost (Apr 1984)
52.232-22	Limitation of Funds (Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Oct 2003)
52.232-25 ALT I	Prompt Payment (Oct 2003) -- Alternate I (Feb 2002)
52.232-32	Performance-Based Payments (Feb 2002)
52.232-33	Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct 2003)
52.233-1	Disputes (Jul 2002)
52.233-1 ALT I	Disputes (Jul 2002) -- Alternate I (Dec 1991)
52.233-3	Protest After Award (Aug 1996)
52.233-3 ALT I	Protest After Award (Aug 1996) -- Alternate I (Jun 1985)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (May 2001)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (Jul 1995)
52.243-1	Changes -- Fixed Price (Aug 1987)
52.243-1 ALT I	Changes -- Fixed Price (Aug 1987) -- Alternate I (Apr 1984)
52.243-2	Changes -- Cost-Reimbursement (Aug 1987)
52.243-2 ALT I	Changes -- Cost-Reimbursement (Aug 1987) -- Alternate I (Apr 1984)
52.244-2	Subcontracts (Aug 1998)
52.244-2 ALT I	Subcontracts (Aug 1998) -- Alternate I (Aug 1998)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items (Apr 2003)
52.246-25	Limitation of Liability - Services (Feb 1997)
52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997)
52.248-1	Value Engineering (Feb 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Sep 1996)
52.249-6	Termination (Cost-Reimbursement) (Sep 1996)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.249-14	Excusable Delays (Apr 1984)

52.251-1	Government Supply Sources (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
DFARS SOURCE	**TITLE AND DATE**
252.201-7000	Contracting Officer's Representative (Dec 1991)
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Mar 1999)
252.203-7002	Display of DoD Hotline Poster (Dec 1991)
252.204-7000	Disclosure of Information (Dec 1991)
252.204-7003	Control of Government Personnel Work Product (Apr 1992)
252.204-7004 (Alt A)	Required Central Contractor Registration (Nov 2003) Alternate A
252.204-7005	Oral Attestation of Security Responsibilities (Nov 2001)
252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec 1991)
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (Nov 1995)
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Mar 1998)
252.215-7000	Pricing Adjustments (Dec 1991)
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)
252.223-7004	Drug-Free Work Force (Sep 1988)
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)
252.225-7004	Reporting Of Contract Performance Outside The United States (Apr 2003)
252.225-7021	Trade Agreements (Jan 2004)
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States (Jun 1998)
252.226-7001	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises--DoD Contracts (Sep 2001)
252.227-7000	Non-Estoppel (Oct 1996)
252.227-7002	Readjustment of Payments (Oct 1996)
252.227-7013	Rights in Technical Data -- Noncommercial Items (Nov 1995)
252.227-7014	Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (Jun 1995)
252.227-7016	Rights in Bid or Proposal Information (Jun 1995)
252.227-7019	Validation Of Asserted Restrictions--Computer Software (Jun 1995)
252.227-7025	Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (Jun 1995)
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software (Apr 1988)
252.227-7030	Technical Data--Withholding of Payment (Mar 2000)
252.227-7036	Declaration of Technical Data Conformity (Jan 1997)

252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 1999)
252.231-7000	Supplemental Cost Principles (Dec 1991)
252.232-7003	Electronic Submission of Payment Requests (Dec 2003)
252.232-7004	DoD Progress Payment Rates (Feb 1996)
252.232-7005	Reimbursement of Subcontractor Advance Payments--DoD Pilot Mentor-Protégé Program (Dec 1991)
252.242-7000	Postaward Conference (Dec 1991)
252.243-7001	Pricing of Contract Modifications (Dec 1991)
252.243-7002	Requests for Equitable Adjustment (Mar 1998)
252.245-7001	Reports of Government Property (May 1994)
252.246-7001	Warranty Of Data (Dec 1991)
252.246-7001 ALT II	Warranty Of Data (Dec 1991)—Alternate II (Dec 1991)
252.251-7000	Ordering from Government Supply Sources (Oct 2002)

Section I-2 - Clauses Incorporated In Full Text

FAR 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the base and earned award term periods of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of the maximum contract amount;

(2) Any order for a combination of items in excess of the maximum contract amount; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 364 days after expiration of the last performance period.

FAR 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond (to be specified on task orders). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond (to be specified on task orders), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003)--ALTERNATE I (APR 1984) (DEVIATION)

As prescribed in 45.106(b)(2), substitute the following paragraph (g) for paragraph (g) of the basic clause:

(g) *Limited risk of loss*. (1) The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.

(3) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(8) The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to or equitably reimburse the Government, as directed by the Contracting Officer.
(10) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts (Deviation) (Jun 2003) (SPAWAR 52.245-5 DEVIATION)

(a) *Government-furnished property*. (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property*. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title*. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property*. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration*. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access*. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited risk of loss*. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment*. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property*. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting

Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises*. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts*. If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.245-8 Liability For The Facilities (JAN 1997) (DEVIATION)

(a) The term "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant or separate location in which the facilities are installed or located; or

(3) A separate and complete major industrial operation in connection with which the facilities are used.

(b) The Contractor shall not be liable for any loss or destruction of, or damage to, the facilities, or for expenses incidental to such loss, destruction, or damage, except as provided in this clause.

(c) The Contractor shall be liable for loss or destruction of, or damage to, the facilities, and for expenses incidental to such loss, destruction, or damage--

(1) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

(2) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(3) For which the Contractor is otherwise responsible under the express terms of this contract;

(4) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(5) That results from a failure, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel--

(i) To establish, maintain, and administer a system for control of the facilities in accordance with the "Property administration" paragraph of the Government Property clause; or

(ii) To maintain and administer a program for maintenance, repair, protection, and preservation of the facilities, in accordance with the "Property administration" paragraph of the Government Property clause, or to take reasonable steps to comply with any appropriate written direction that the Contracting Officer may prescribe as reasonably necessary for the protection of the facilities. If the Government

Property clause does not include the "Property administration" paragraph, then the Contractor shall exercise sound industrial practice in complying with the requirements of this subdivision (c)(5)(ii).

(d)(1) If the Contractor fails to act as provided by subparagraph (c)(5) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(2) Furthermore, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage—

(i) Did not result from the Contractor's failure to maintain an approved program or system; or
(ii) Occurred while an approved program or system was maintained by the Contractor.

(e) If the Contractor transfers facilities to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the facilities. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the facilities while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all the facilities in as good condition as when received, except for reasonable wear and tear or for their utilization in accordance with the provisions of the prime contract.

(f) Unless expressly directed in writing by the Contracting Officer, the Contractor shall not include in the price or cost under any contract with the Government the cost of insurance (including self-insurance) against any form of loss, destruction, or damage to the facilities. Any insurance required under this clause shall be in such form, in such amounts, for such periods of time, and with such insurers (including the Contractor as self-insurer in appropriate circumstances) as the Contracting Officer shall require or approve. Such insurance shall provide for 30 days advance notice to the Contracting Officer, in the event of cancellation or material change in the policy coverage on the part of the insurer. Documentation of insurance or an authenticated copy of such insurance shall be deposited promptly with the Contracting Officer. The Contractor shall, not less than 30 days before the expiration of such insurance, deliver to the Contracting Officer documentation of insurance or an authenticated copy of each renewal policy. The insurance shall be in the name of the United States of America (Agency Name), the Contractor, and such other interested parties as the Contracting Officer shall approve, and shall contain a loss payable clause reading substantially as follows:
"Any loss under this policy shall be adjusted with (Contractor) and the proceeds, at the direction of the Government, shall be paid to (Contractor). Proceeds not paid to (Contractor) shall be paid to the office designated by the Contracting Officer."

(g) When there is any loss or destruction of, or damage to, the facilities with the exception of low value property for which the loss, damage, or destruction is required to be reported at contract termination, completion, or when needed for continued contract performance--

(1) The Contractor shall promptly notify the Contracting Officer and, with the assistance of the Contracting Officer, shall take all reasonable steps to protect the facilities from further damage, separate the damaged and undamaged facilities, put all the facilities in the best possible order, and promptly furnish to the Contracting Officer (and in any event within 30 days) a statement of--

(i) The facilities lost or damaged;
(ii) The time and origin of the loss or damage;
(iii) All known interests in commingled property of which the facilities are a part; and
(iv) Any insurance covering any part of or interest in such commingled property;

(2) The Contractor shall make such repairs, replacements, and renovations of the lost, destroyed, or damaged facilities, or take such other action as the Contracting Officer may direct in writing; and

(3) The Contractor shall perform its obligations under this paragraph (g) at Government expense, except to the extent that the Contractor is liable for such damage, destruction, or loss under the terms of this clause, and except as any damage, destruction, or loss is compensated by insurance.

(h) The Government is not obliged to replace or repair the facilities that have been lost, destroyed, or damaged. If the Government does not replace or repair the facilities, the right of the parties to an equitable adjustment in delivery or performance dates, price, or both, and in any other contractual condition of the related contracts affected shall be governed by the terms and conditions of those contracts.

(i) Except to the extent of any loss or destruction of, or damage to, the facilities for which the Contractor is relieved of liability, the facilities shall be returned to the Government or otherwise disposed of under the terms of this contract (1) in as good condition as when received by the Contractor, (2) improved, or (3) as required under the terms of this contract, less ordinary wear and tear.

(j) If the Contractor is in any way compensated (excepting proceeds from use and occupancy insurance, the cost of which is not borne directly or indirectly by the Government) for any loss or destruction of, or damage to, the facilities, the Contractor, as directed by the Contracting Officer, shall--

(1) Use the proceeds to repair, renovate, or replace the facilities involved; or

(2) Pay such proceeds to the Government.

(k) The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss or destruction of, or damage to, the facilities. Upon the request of the Contracting Officer, the Contractor shall furnish to the Government, at Government expense, all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

Section J - List Of Attachments

Attachment 1 – Statement of Objectives

Attachment 2 – DoD Contract Security Classification Specification (DD 254)

Attachment 3 - Contractor's Small Business Subcontracting Plan

Attachment 4 – Award Term Plan Excerpts (Functions as Performance Requirements Summary)

Attachment 5 – Relevant Experience Form

Attachment 6 – Past Performance Questionnaire

Attachment 7 - Resume Format

Attachment 8 – Standard Monthly Report Format (separate file)

Attachment 9 - Cost Proposal Format (separate file)

Attachment 10 - Special Subcontracting Report Format

Attachment 11 – Contractor Employee Non-Disclosure Agreement (NDA)

Attachment 12 – Technical Data Certification from Section K

Attachment 1

Statement of Objectives

1.0 INTRODUCTION AND SCOPE

The Space and Naval Warfare Systems Command (SPAWAR), PEO-C4I and Space, and their affiliated organizations, PEO-IT, PEO(T), NMCI, PEO-LMW, and Echelon III Commands, are responsible for the architecture, integration, acquisition and support of integrated and interoperable information solutions to support the national defense and the delivery of specific systems. These Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) solutions include a complete end-to-end capability, from shipboard systems and Satellite Communications (SATCOM) links to the shore-based infrastructure that supports the Fleet. These solutions include, but are not limited to, Battle Management Systems; Undersea, Terrestrial and Space Sensors; Information Transfer Systems; Joint and Naval Satellite Communications Systems and Information Management Systems. The organizations also provide robust space capabilities to the Fleet and the Nation, providing SATCOM capabilities and partnering with the National Reconnaissance Office. In addition, SPAWAR is the Navy C4I Chief Engineer and the FORCEnet Chief Engineer. General descriptions of the above organizations are available through the SPAWAR web site: http://www.spawar.navy.mil.

The mission of SPAWAR is to enable knowledge superiority to the war fighter through the development, acquisition, and life cycle support of effective, capable, and integrated C4ISR, IT, and space systems. The mission of PEO-C4I and Space is similar; to acquire, integrate, deliver and support interoperable C4I & space systems enabling seamless operations for the fleet, joint, and coalition war fighter.

This Statement of Objectives (SOO) addresses the support services required by the above organizations in the functional area of Project Management enabling these organizations to effectively and efficiently fulfill their missions.. Services will be in performed at fixed sites and mobile platforms in both U.S. and occasionally, non-U.S. locations. There will be two types of contract vehicles resulting from this SOO:

a. A single award contract that will focus on management processes for the Enterprise and support a comprehensive range of acquisition, PPBE and program management processes common to the Enterprise. Tasking under this contract vehicle will involve overarching financial, acquisition, or program management expertise and knowledge, and might include integration, validation and verification of deliverables from the multiple award contracts (MACs).
b. Multiple Award Contracts (MACs) will focus on processes for specific programs, projects, appropriations, or acquisition requirements that are at a more finite level. There will be a number MACs awarded.

For both types of contract vehicles, these services shall be accomplished through the execution of written Task Orders (TOs). Individual TOs will utilize Performance Based methodology to the maximum extent possible. The TOs will also require cooperation among the contractors (SAC and the MACs) awarded under this solicitation in order to optimize the work product delivered.

2.0 REFERENCE DOCUMENTS

Task Orders will identify any reference documents or GFI/GFM applicable to the order. Reference materials include, but are not limited to DoD 5000, Federal Acquisition Regulations, and the SPAWAR/PEO-C4ISR Acquisition Program Structure Guide; Business Financial Manager's Manual; Program Manager's Handbook; Scheduling Guide; System Engineering Guide; Technology Alignment and Transition Guide and the SPAWAR Contract Procedures and Policy Memoranda. TOs will identify the evaluation criteria from the Award Term Plan to which the effort under the TO applies. Deliverables will also be specified in the TOs.

3.0 REQUIREMENTS

3.0.1 General Requirements

A. Services shall be accomplished through the execution of written TOs. TOs may require the contractor to support efforts that require access to information classified up to and including incidental Top Secret/SCI. The contract(s) will require some, but not all, of the personnel provided by the contractor to have clearances up to that level.

B. The contractor shall utilize software applications and provide work products that are compatible with those used by the organizations cited above.

C. The contractor shall utilize software applications and provide work products that are compatible with those used by the organizations cited above.

D. Work performed under this contract shall comply with federal government policies, practices, and regulations as well as those unique to the department of defense (dod), the department of the navy, and the organizations cited above as specified in the TOs.

3.0.2 Classified/Sensitive Reference Material

The contractor shall provide classified/sensitive material storage and retrieval as required by the Task Orders (TOs) and in accordance with the DD 254 included in this contract..

3.0.3 Media Capabilities

The contractor shall have the capability to generate, compile and display various media utilizing software compatible with the government as required by the TOs.

3.1 PROGRAM MANAGEMENT

Support services will be required in the areas of Requirements, Financial, Business, Contract and Program Management. TOs support areas will include those articulated in DoD 5000.2, necessary for acquisition and financial compliance and execution. Examples of these support services include, but will not be limited to the following areas:

a) Requirements: Assist in preparation, maintenance, review and delivery of:

i) Initial Capabilities Document
ii) Capability Development Document
iii) Capability Production Document
iv) Spectrum Certification Compliance
v) Program planning and guidance documents, such as strategic plans and roadmaps
vi) Analysis, development, review and tracking of acquisition data
vii) Other program documentation

b) Financial: Provide support for, and deliverables in support of, PPBE:

i) POM/PR Development
ii) President's/OSD/NAVCOMPT Budget Exhibits
iii) Budget Reclama
iv) Issue Papers
v) Midyear Reviews
vi) Program Reviews
vii) Knowledge of Corporate Financial Data Bases (e.g., FMIS 2000, IRAPS, SAP)
viii) Financial Briefs
ix) Tri-Annual Review
x) PEO C4I and Space Data Calls
xi) Sponsor Data Calls
xii) FMB Data Calls
xiii) BRM Data Calls
xiv) Execution: Initiation, commitments, obligations, and expenditures
xv) Spend Plans
xvi) Cost Estimates
xvii) Knowledge of Appropriation Law: RDT&E, OPN, O&M,N, SCN

c) Business Management: Assist in preparation, maintenance, review and delivery of:

i) Acquisition Strategies
ii) ACAT Designation Letters
iii) Acquisition Program Baselines
iv) Technology Development Strategies
v) Acquisition Plan
vi) Analysis of Alternatives
vii) Clinger-Cohen Act Compliance
viii) Cost Analysis Requirements Description
ix) Affordability Assessment
x) Cost as an Independent Variable Objective
xi) Program Life Cycle Cost Estimate
xii) Earned Value Management
xiii) Risk Management
xiv) C4I Support Plan
xv) Defense Acquisition Executive Summary
xvi) Environmental Safety and Health Evaluation

xvii) Navy Training Plan
xviii) System Safety Plan
xix) Install Matrices
xx) Impact Statements

d) Program Management: Assist in preparation, maintenance, review and delivery of:

i) WBS
ii) POA&M
iii) Analysis, development, review and tracking of acquisition data
iv) Program/project briefings
v) Project schedules
vi) Cost estimates/models
vii) Command metrics
viii) Cost analyses/monitoring
ix) Cost, technical, and schedule baselines
x) Development of cost databases
xi) Cost benefit analyses
xii) Development of independent estimates to support ACAT reporting (including TOC)
xiii) Cost estimating relationships
xiv) Cost models
xv) Earned Value baselines and reports
xvi) Risk management
xvii) Strategic Planning & Technical Roadmaps
xviii) Program/system processes
xix) Prepare and Implement Operating Policies and Procedures
xx) Security related measures and controls
xxi) Develop Program Protection Plans
xxii) Develop Information Assurance Strategies
xxiii) Information management
xxiv) Administrative support
xxv) Incidental IT support
xxvi) Organizational training
xxvii) Evaluate Program Management Tools

E) CONTRACT MANAGEMENT: assist in the preparation of, and deliver the following:

i) Statements of Work
ii) MR preparation (in AMAS)
iii) Sole Source Justifications
iv) Cost Estimation/Evaluation (Source selection and EVM analysis)

ATTACHMENT 2

DD254 (separate file)

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED
TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED
SECRET

2. THIS SPECIFICATION IS FOR: *(X and complete as applicable)*

X	a. PRIME CONTRACT NUMBER N00039-04-D-0004 EDC: 20080831	
	b. SUBCONTRACT NUMBER	
	c. SOLICITATION OR OTHER NUMBER N00039-03-R-0032	DUE DATE *(YYYYMMDD)*

3. THIS SPECIFICATION IS: *(X and complete as applicable)*

X	a. ORIGINAL *(Complete date in all cases)*		DATE *(YYYYMMDD)* 20040722
	b. REVISED *(Supersedes all previous specs)*	REVISION NO.	DATE *(YYYYMMDD)*
	c. FINAL *(Complete Item 5 in all cases)*		DATE *(YYYYMMDD)*

4. IS THIS A FOLLOW-ON CONTRACT? ☒ YES ☐ NO. If Yes, complete the following:

Classified material received or generated under **N00039-99-C-3225** is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? ☐ YES ☒ NO. If Yes, complete the following:

In response to the contractor's request dated , retention of the classified material is authorized for the period of

6. CONTRACTOR *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, Zip)
ANTEON CORP. 3211 JERMANTOWN ROAD, SUITE 700 FAIRFAX, VA 22030	07MU1	DEFENSE SECURITY SERVICE (DSS) 7010 LITTLE RIVER TURNPIKE, SUITE 310 ANNANDALE, VA 22003

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip)*

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip)*

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

C4ISR TECHNICAL AND MANAGEMENT SUPPORT

10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information (SCI)	X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X	
(2) Non-SCI	X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X	
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION	X		i. HAVE TEMPEST REQUIREMENTS	X	
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	X	
j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER (Specify) INFORMATION TECHNOLOGY (IT) (FORMERLY AIS) CLASSIFIED PROCESSING IS REQUIRED.	X	
k. OTHER (Specify) PR NO.:		X			

12. PUBLIC RELEASE. Any information *(classified or unclassified)* pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐ Direct ☒ Through *(Specify):* **RELEASE OF COMSEC INFORMATION IS NOT AUTHORIZED.**
RELEASE OF SCI INFORMATION IS NOT AUTHORIZED.

COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND (SPAWARSYSCOM), CODE 00P, 4301 PACIFIC HIGHWAY, SAN DIEGO CA 92110-3127

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

CLASSIFICATION GUIDANCE: (PROVIDED UNDER SEPARATE COVER BY SPAWARSYSCOM 00A)

OPNAVINST S5513.5B, ENCL 40 – UNDERSEA SURVEILLANCE (MOBILE SYSTEMS) (FORMERLY SURVEILLANCE TOWED ARRAY SENSOR SYSTEM (SURTASS))
OPNAVINST S5513.5B, ENCL 42 - SOUND SURVEILLANCE SYSTEM (SOSUS)
OPNAVINST S5513.5B, ENCL 115 – ADVANCED DEPLOYABLE SYSTEMS (ADS)

ACCESS REQUIREMENTS:

10.A FURTHER DISCLOSURE, TO INCLUDE SUBCONTRACTING, OF COMSEC INFORMATION BY A CONTRACTOR REQUIRES PRIOR APPROVAL OF SPAWARSYSCOM'S TECHNICAL CONTRACTING OFFICER REPRESENTATIVE (TECHNICAL COR) – 00A. ACCESS TO ANY COMSEC INFORMATION REQUIRES SPECIAL BRIEFINGS AT THE CONTRACTOR FACILITY. ACCESS TO CLASSIFIED COMSEC INFORMATION REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL.

THE SPAWARSYSCOM TECHNICAL COR FOR BOTH GENSER AND SCI IS MS. JANINE LA BASTILLE, SPAWARSYSCOM 00A, (619) 524-7628, EMAIL: JANINE.LABASTILLE@NAVY.MIL
VISIT REQUESTS TO OTHER THAN SPAWARSYSCOM SHALL HAVE **"NEED TO KNOW" CERTIFIED BY COR.**

ALL CLASSIFIED INFORMATION MUST BE MARKED IN ACCORDANCE WITH EXECUTIVE ORDER 12958-CLASSIFIED NATIONAL SECURITY INFORMATION, OF 17 APRIL 1995. YOUR DEFENSE SECURITY SERVICE (DSS) INDUSTRIAL SECURITY REPRESENTATIVE (IS REP) SHOULD BE CONTACTED FOR ASSISTANCE.
COPIES OF ALL SUBCONTRACT DD FORM 254S MUST BE PROVIDED TO THE DISTRIBUTION LISTED IN BLOCK 17.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. ☒ YES ☐ NO
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

ATTACHMENT (1): INFORMATION TECHNOLOGY SYSTEMS PERSONNEL SECURITY PROGRAM REQUIREMENTS AND **MUST** BE PROVIDED TO ALL SUBCONTRACTORS REQUIRING ACCESS TO U.S. GOVERNMENT OWNED OR U.S. GOVERNMENT MANAGED IT SYSTEMS.
ATTACHMENT (2): SPECIFIC ON-SITE SECURITY REQUIREMENTS FOR SPAWARSYSCOM. FOR AUTHORIZED VISITS TO OTHER U.S. GOVERNMENT ACTIVITIES, THE CONTRACTOR MUST COMPLY WITH ALL ON-SITE SECURITY REQUIREMENTS OF THE HOST COMMAND.
ATTACHMENT (3): CONTRACTOR REQUIREMENTS FOR ACCESS TO INTELLIGENCE INFORMATION
ATTACHMENT (4): TEMPEST REQUIREMENTS QUESTIONNAIRE (TRQ) FOR CONTRACTOR FACILITIES AND MAY BE PASSED ON TO SUBCONTRACTORS
ATTACHMENT (5): UNDERSEA WARFARE REQUIREMENTS

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. ☒ YES ☐ NO
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

CSO AND INSPECTION AUTHORITY FOR SCI IS: DIRECTOR, OFFICE OF NAVAL INTELLIGENCE (523), 4251 SUITLAND ROAD, WASHINGTON, DC 20395-5720 TELEPHONE (301) 669-2060.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE *(Include Area Code)*
SUSAN M. VILLARREAL SUE.VILLARREAL@NAVY.MIL	SECURITY'S CONTRACTING OFFICER'S REPRESENTATIVE (COR)	(619) 524-2672

d. ADDRESS *(Include Zip Code)*
COMMANDING OFFICER
SPAWAR SYSTEMS CENTER (SSC SD) CODE 20351
53560 HULL ST.
SAN DIEGO, CA 92152-5001

e. SIGNATURE
2004722 Susan M. Villarreal

17. REQUIRED DISTRIBUTION
☒ a. CONTRACTOR
☐ b. SUBCONTRACTOR
☒ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
☒ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
☒ e. ADMINISTRATIVE CONTRACTING OFFICER
☒ f. OTHERS AS NECESSARY: SSC SD CODE 20351 ATTN: SUE VILLARREAL AND SPAWARSYSCOM 00A ATTN: JANINE LA BASTILLE

ITEM 13. CONTINUES:

10.E (1) CSO AND INSPECTION AUTHORITY FOR SCI IS: DIRECTOR, OFFICE OF NAVAL INTELLIGENCE (523), 4251 SUITLAND ROAD, WASHINGTON, DC 20395-5720 TELEPHONE: (301) 669-2060. **ACCESS TO SCI IS LIMITED TO AN U.S. GOVERNMENT SCIF.**

10.E(2) PRIOR APPROVAL OF SPAWARSYSCOM TECHNICAL COR – 00A IS REQUIRED FOR SUBCONTRACTING.

10.G PRIOR APPROVAL OF SPAWARSYSCOM TECHNICAL COR – 00A IS REQUIRED FOR SUBCONTRACTING. FOR THE DURATION OF ENDURING FREEDOM, THE CONTRACTOR IS AUTHORIZED ACCESS TO NATO CLASSIFIED INFORMATION (TO INCLUDE NATO CONFIDENTIAL AND NATO SECRET) REQUIRING ONLY AN INTERIM U.S. GOVERNMENT GRANTED CLEARANCE. SUCH ACCESS REQUIRES ESTABLISHED NEED-TO-KNOW AND SPECIAL BRIEFING AT THE CONTRACTOR'S FACILITY. ATOMAL ACCESS STILL REQUIRES A FINAL CLEARANCE. (IN ACCORDANCE WITH THE OFFICE OF THE UNDER SECRETARY OF DEFENSE MEMORANDUM, DATED 5 DEC 2001, SUBJECT: FACILITATING NECESSARY ACCESS TO NATO CLASSIFIED INFORMATION)

10.J TO OBTAIN **"**FOR OFFICIAL USE ONLY" (FOUO) GUIDANCE REFER TO THE DOD INFORMATION SECURITY PROGRAM REGULATION, DOD 5200.1-R, APPENDIX 3, LOCATED AT HTTP://WWW.DTIC.MIL/WHS/DIRECTIVES/CORRES/HTML/52001R.HTM."

11.C GSA APPROVED SECURITY CONTAINER(S) REQUIRED.

11.F ACCESS TO CLASSIFIED U.S. GOVERNMENT INFORMATION MAY BE REQUIRED AT THE FOLLOWING OVERSEAS GOVERNMENT LOCATIONS: NATO NATIONS; OTHER POSSIBLE OVERSEAS TRAVEL MAY OCCUR AND MUST BE APPROVED BY SPAWARSYSCOM TECHNICAL COR –00A.

ANTI-TERRORISM/FORCE PROTECTION BRIEFINGS REQUIRED FOR PERSONNEL PRIOR TO COMMENCEMENT OF FOREIGN TRAVEL. SPECIFIC GUIDELINES APPEAR IN ATTACHED SECURITY REQUIREMENTS.

11.G THE CONTRACTOR IS AUTHORIZED THE USE OF DTIC REGARDING **SPECIFIC CONTRACT RELATED INFORMATION** AND WILL PREPARE AND PROCESS DD FORM 1540 IN ACCORDANCE WITH THE NISPOM, CHAPTER 11, SECTION 2. THE SPAWARSYSCOM TECHNICAL COR – 00A WILL CERTIFY NEED-TO-KNOW TO DTIC.

11.K SPAWARSYSCOM TECHNICAL COR –00A APPROVES AUTHORIZATION FOR CONTACTOR TO HAVE A DEFENSE COURIER SERVICE (DCS) ACCOUNT WITH PRIOR VALIDATION.

11.L CLASSIFIED INFORMATION TECHNOLOGY (COMPUTER) PROCESSING (ASHORE) SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 8, AND MUST BE PERFORMED ON AN ACCREDITED COMPUTER SYSTEMS APPROVED BY DSS. **ALL TECHNICIANS AS WELL AS ANY OTHER CONTRACTOR PERSONNEL REQUIRING ACCESS TO IT GOVERNMENT SYTEMS MUST BE U.S. CITIZENS AND MEET THE SECURITY CLEARANCE ACCESS REQUIREMENTS OF THE SITE.**

NO FURTHER ENTRIES ON THIS PAGE.

INFORMATION TECHNOLOGY (IT) SYSTEMS PERSONNEL SECURITY PROGRAM REQUIREMENTS-Attachment (1)

Authority and Purpose:

The U.S. Government conducts trustworthiness investigations of personnel who are assigned to positions that directly or indirectly affect the operation of unclassified IT resources and systems that process Department of Defense (DoD) information, to include For Official Use Only (FOUO) and other controlled unclassified information.

The United States Office of Personnel Management (OPM), Federal Investigations Processing Center (FIPC) process all requests for U.S. Government trustworthiness investigations. Requirements for these investigations are outlined in paragraph C3.6.15 and Appendix 10 of DoD 5200.2-R, available at http://www.dtic.mil/whs/directives/corres/html/52002r.htm. Personnel occupying an IT Position shall be designated as filling one of the IT Position Categories listed below. The contractor shall include all of these requirements in any subcontracts involving IT support. (Note: Terminology used in DoD 5200.2R references "ADP" vice "IT". For purposes of this requirement, the terms ADP and IT are synonymous.)

The Program Manager (PM), Contracting Officer's Representative (COR) or Technical Representative (TR) shall determine if they or the contractor shall assign the IT Position category to contractor personnel and inform the contractor of their determination. If it is decided the contractor shall make the assignment, the PM, COR, or TR must concur with the designation.

DoD Directive 8500.1, Subject: Information Assurance (IA), paragraph 4.8 states "Access to all DoD information systems shall be based on a demonstrated need-to-know, and granted in accordance with applicable laws and DoD 5200.2R for background investigations, special access and IT position designations and requirements." DoD 5200.2R and DoDD 5200.2 require all persons assigned to sensitive positions or assigned to sensitive duties be U.S. citizens. All persons assigned to IT-I and IT-II positions, as well as all persons with access to controlled unclassified information (without regard to degree of IT access) or performing other duties that are considered "sensitive" as defined in DoDD 5200.2 and DoD 5200.2R must be U.S. citizens. Furthermore, access by non-U.S. citizens to unclassified export controlled data will only be granted to persons pursuant to the export control laws of the U.S. The categories of controlled unclassified information are contained in Appendix C of DoD 5200.1R. These same restrictions apply to "Representatives of a Foreign Interest" as defined by DoD 5220.22-M (National Industrial Security Program Operating Manual, NISPOM).

Criteria For Designating Positions:

IT-I Position (Privileged)

1. Responsibility or the development and administration of Government computer security programs, and including direction and control of risk analysis an/or threat assessment.
2. Significant involvement in life-critical or mission-critical systems.
3. Responsibility for the preparation or approval of data for input into a system, which does not necessarily involve personal access to the system, but with relatively high risk for effecting grave damage or realizing significant personal gain.
4. Relatively high risk assignments associated with or directly involving the accounting, disbursement, or authorization for disbursement from systems of (1) dollar amounts of $10 million per year or greater, or (2) lesser amounts if the activities of the individual are not subject to technical review by higher authority in the IT-I category to ensure the integrity of the system.
5. Positions involving major responsibility for the direction, planning, design, testing, maintenance, operation, monitoring, and/or management of systems hardware and software.
6. Other positions as designated by the appropriate Command within the SPAWAR claimancy that involve relatively high risk for effecting grave damage or realizing significant personal gain.

Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or SSBI Periodic Reinvestigation (SSBI-PR). The SSBI or SSBI-PR shall be updated every 5 years.

IT-II Position (Limited Privileged)

Responsibility for systems design, operation, testing, maintenance, and/or monitoring that is carried out under technical review of higher authority in the IT-I category, includes but is not limited to:

1. Access to and/or processing of proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts;
2. Accounting, disbursement, or authorization for disbursement from systems of dollar amounts less than $10 million per year. Other positions are designated by the appropriate Command within the SPAWAR claimancy that involve a degree of access to a system that creates a significant potential for damage or personal gain less than that in IT-I positions. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudicated National Agency Check (NAC).

IT-III Position (Non-Privileged)

All other positions involving Federal IT activities. Incumbent in this position has non-privileged access to one or more DoD information systems, application, or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudicated NAC.

Qualified Cleared Personnel Do *NOT* Require Trustworthiness Investigations:

If an employee is in a position that **does not** require a personnel security clearance, **do not** submit a request for clearance, simply submit the ***Public Trust Position Application***, Standard Form (SF) 85P, for trustworthiness determination. If an employee has already been granted a personnel security clearance at the appropriate level without a break in service for more than 24 months, and in the case of IT-I Position has had a completed Personnel Security Investigation (a Single Scope Background Investigation-SSBI) less than 5 years old, you do **not** need to submit an additional investigation for the trustworthiness determination.

Procedures for submitting U.S. Government Trustworthiness Investigations:

Only hard copy SF85Ps are acceptable by OPM-FIPC. The contractor will ensure personnel complete either the hard copy SF 85P *or* the online—fillable form (Electronic Personnel Security Questionnaire—EPSQ) version of the SF85P. The SF85P is available from OPM at http://www.opm.gov/forms/html/sf.asp with additional assistance at http://www.dss.mil/.

The hard copy (non-EPSQ) request package will consist of the following:

1. Completed and Validated Error-free SF85P;
2. OPM Fingerprint Card FD 258;
3. Security Officer's portion of the SF85P; and
4. Signed Privacy Act release (to include a signed Medical release, when applicable).

In the "Your Employment Activities" block add the contract number requiring the Trustworthiness Investigation. Note: Do not complete a separate OPM coversheet if using this SF85P form.

The SF85P--EPSQ version, shall include:

1. A hard copy of the SF85P;
2. All pertinent signed release forms;

3. OPM Fingerprint Card FD 258;
4. Employee's and Security Officer's validation certificates; and
5. An OPM coversheet signed and dated by the employee and FSO.

In the "Your Employment Activities" block add the contract number requiring the Trustworthiness Investigation. The FSO is responsible for completing the OPM coversheet that is available for downloading with instructions at: http://www.opm.gov/extra/investigate/dodsf85.pdf. Note: For item "J" on this coversheet, use your company's Submitting Office Number (SON). If this is not available, contact OPM-FIPC Program Services Office (PSO) to apply for a SON by calling 724.794.5612. For item " L" insert "N030". Then for item "N" enter "DSS-IND".

The company shall review the SF85P for completeness and use SECNAVINST 5510.30A, Appendix G available at http://neds.nebt.daps.mil/551030.htm to determine if any adverse information is present. Additional guidance for requesting investigations from OPM is found at http://www.opm.gov/extra/investigate/IS-15.pdf. Completed SF85P packages will be mailed to: OPM-FIPC, P.O. Box 618, Boyers, PA, 16018-0618. Note: All forms must be signed within 120 days of the date of submission to OPM. Submitted forms, which are not received within these 120 days, will be delayed or returned. If no change has occurred, forms must be re-dated and initialed by the Subject/employee.

If you require additional assistance for SF85P or related concerns, you may send email to SPAWARSYSCEN San Diego CA at SF85P@spawar.navy.mil.

Visit Authorization Letters (VALs) for Qualified Employees:

The contractor will include the IT Position Category for each person so designated on a VAL once the COR or TR has approved the Category. Visits to SPAWARSYSCOM or SSC SD, VALs will be sent to the following address: Commanding Officer, SPAWARSYSCEN San Diego, ATTN: Code 20352, 49275 Electron Drive, San Diego, CA 92152-5435. Visits to other Commands within the SPAWAR Claimancy, send the VAL to the site specific Visitor Reception Office (VRO).

Employment Terminations:

The contractor shall:

1. Immediately notify the COR or TR at the appropriate Command within the SPAWAR claimancy of the employee's termination.
2. Fax a termination VAL and return all Command issued badges and vehicle decals to the issuing Command's VRO. Note: For SPAWARSYSCOM and SPAWARSYSCEN, San Diego, Fax a termination VAL to Code 20352 at (619) 553-6169.
3. Send email to SF85P@spawar.navy.mil notifying the Security COR of the termination.

If an individual received a negative trustworthiness determination, they will be immediately removed from their position of trust, the contractor will follow the same employee termination processing above, and they will replace any individual who has received a negative trustworthiness determination.

SPECIFIC ON-SITE SECURITY REQUIREMENTS-Attachment (2)

I. GENERAL.

a. Contractor Performance. In performance of this Contract the following security services and procedures are incorporated as an attachment to the DD 254. The Contractor will conform to the requirements of DoD 5220.22-M, Department of Defense National Industrial Security Program, Operating Manual (NISPOM). When visiting the Space and Naval Warfare Systems Command (SPAWARSYSCOM) at Old Town Campus (OTC) the Contractor will comply with the security directives used regarding the protection of classified and controlled unclassified information, SECNAVINST 5510.36 (series), SECNAVINST 5510.30 (series), and NRADINST 5720.1(series). Both of the SECNAV Instructions are available online at http://neds.nebt.daps.mil/directives/table52.html. A copy of NRADINST 5720.1 will be provided upon receipt of a written request from the Contractor's Facility Security Officer (FSO) to the SPAWAR Systems Command Security's Contracting Officer's Representative (COR), Code 20351. If the Contractor establishes a cleared facility or Defense Security Service (DSS) approved off-site location from SPAWAR SYSCOM, the security provisions of the NISPOM will be followed within this cleared facility.

b. Security Supervision. Space and Naval Warfare Systems Center (SPAWARSYSCEN) San Diego will exercise security supervision over all contractors visiting SPAWARSYSCOM and will provide security support to the Contractor as noted below. The Contractor will identify, in writing to Security's COR, an on-site Point of Contact to interface with Security's COR.

II. HANDLING CLASSIFIED MATERIAL OR INFORMATION.

a. Control and Safeguarding. Contractor personnel located at SPAWARSYSCOM are responsible for the control and safeguarding of all classified material in their possession. All contractor personnel will be briefed by their FSO on their individual responsibilities to safeguard classified material. In addition, all contractor personnel are invited to attend SPAWARSYSCEN conducted Security Briefings, available at this time by appointment only. In the event of possible or actual loss or compromise of classified material, the on-site Contractor will immediately report the incident to SPAWARSYSCEN's Code 20351, telephone (619) 553-3005, as well as the Contractor's FSO. A Code 20351 representative will investigate the circumstances, determine culpability where possible, and report results of the inquiry to the FSO and the Cognizant DSS Field Office. On-site contractor personnel will promptly correct any deficient security conditions identified by a SPAWARSYSCEN Security representative.

b. Storage.

1. Classified material may be stored in containers authorized by SPAWARSYSCEN's Physical Security Branch, Code 20352 for the storage of that level of classified material. Classified material may also be stored in Contractor owned containers brought on board SPAWARSYSCOM with Code 20352's written permission. Areas located within cleared contractor facilities on board SPAWARSYSCOM will be approved by DSS.

2. The use of Open Storage areas must be pre-approved in writing by Code 20352 for the open storage, or processing, of classified material. Specific supplemental security controls for open storage areas, when required, will be provided by SPAWARSYSCEN San Diego, Code 20352.

c. Transmission of Classified Material.

1. All classified material transmitted by mail for use by long term visitors will be addressed as follows:

(a) TOP SECRET, Non-Sensitive Compartmented Information (non-SCI) material using the Defense Courier Service: SPAWARSYSCEN-SAN DIEGO: 271582-SN00, SPAWARSYSCEN SAN DIEGO.

(b) CONFIDENTIAL and SECRET material transmitted by FedEx, USPS Registered, Express mail will be addressed to COMMANDER, SPACE & NAVAL WARFARE SYSTEMS COMMAND, 4301 PACIFIC

HWY, SAN DIEGO CA 92110-3127. The inner envelope will be addressed to the attention of the Contracting Officer's Representative (COR) or applicable Technical Representative (TR) for this contract, to include their code number.

2. All SECRET material hand carried to SPAWARSYSCOM by contractor personnel must be delivered to the Classified Material Control Center (CMCC), Code 20332, building 33, room 1305, for processing.

3. All CONFIDENTIAL material hand carried to SPAWARSYSCOM by contractor personnel that is intended to remain at SPAWARSYSCOM shall be provided to the designated recipient or proper cleared SPAWARSYSCOM employee.

4. All SPAWARSYSCOM classified material transmitted by contractor personnel from SPAWARSYSCOM will be sent via the SPAWARSYSCOM Technical COR or TR for this contract.

5. The sole exception to the above is items categorized as a Data Deliverable. All contract Data Deliverables will be sent directly to the Technical COR or TR and a notification of deliverables without attachments will be sent to the cognizant PCO, unless otherwise stated in the contract.

III. INFORMATION ASSURANCE (IA) Security. Contractors using ISs, networks, or computer resources to process classified, sensitive unclassified and/or unclassified information will comply with the provisions of SECNAVINST 5239.3 (series) and local policies and procedures. Contractor personnel must ensure that systems they use at SPAWARSYSCOM have been granted a formal letter of approval to operate by contacting their Information Assurance Office.

IV. VISITOR CONTROL PROCEDURES.

a. Contractor personnel assigned to SPAWARSYSCOM will be considered long-term visitors for the purpose of this contract.

b. Submission of valid Visit Authorization Letter (VAL) for classified access to SPAWARSYSCOM is the responsibility of the Contractor's Security Office. All VAL's will be prepared in accordance with the NISPOM. They will be sent to either COMMANDING OFFICER, ATTN CODE 20352, SPAWAR SYSTEMS CENTER, 49275 ELECTRON DRIVE, SAN DIEGO, CA 92152-5435 for the Point Loma Campus (PLC), or COMMANDING OFFICER, VISITOR CONTROL OTC, SPAWAR SYSTEMS CENTER, 53560 HULL STREET, SAN DIEGO, CA 92152-5001 for OTC. Visit requests may be sent via facsimile to the PLC at (619) 553-6169, and verified at (619) 553-3203 or the OTC at (619) 524-2745, and verified at (619) 524-2751 or (619) 524-3124. Visit requests may be submitted for one year.

c. All SPAWARSYSCOM incoming VALs for U.S. Permanent Residents (former immigrant aliens) will be sent to the SPAWARSYSCEN, San Diego Foreign Visits Coordinator, fax (858) 537-0127 and confirmed at (858) 537-8884.

d. Visit requests for long-term visitors must be received at least one week prior to the expected arrival of the visitor to ensure necessary processing of the request.

e. Code 20352 will issue temporary identification badges to Contractor personnel following receipt of a valid VAL from the Contractor's FSO. The responsible SPAWARCOM COR will request issuance of picture badges to contractor personnel. Identification badges are the property of the U.S. Government, will be worn in plain sight, and used for official business only. Unauthorized use of an SPAWARSYSCEN badge will be reported to the DSS.

f. Prior to the termination of a Contractor employee with a SPAWARSYSCEN badge or active VAL on file the FSO must:

1. Notify in writing Code 20352, the COR, Security's COR, and the laboratory managers of any laboratories into which the employee had been granted unescorted access of the termination and effective date. In emergencies, a facsimile may be sent or a telephone notification may be used. The telephone notification, however, must be followed up in writing within five working days.

2. Immediately confiscate any SPAWARSYSCEN issued identification badge, (to include Common Access Card (CAC) and OP Form 55 card, if issued), and vehicle decals and return them to Code 20352 no later than five working days after the effective date of the termination.

V. INSPECTIONS. Code 20351 personnel may conduct periodic inspections of the security practices of the on-site Contractor. All contractor personnel will cooperate with Code 20351 representatives during these inspections. A report of the inspection will be forwarded to the Contractor's employing facility, Security's COR and Technical COR. The Contractor must be responsive to the Code 20351 representative's findings.

VI. REPORTS. As required by the NISPOM, Chapter 1, Section 3, contractors are required to report certain events that have an impact on the status of the facility clearance (FCL), the status of an employee's personnel clearance (PCL), the proper safeguarding of classified information, or an indication classified information has been lost or compromised. The Contractor will ensure that certain information pertaining to assigned contractor personnel or operations is reported to Security's COR, Code 20351. If further investigation is warranted it will be conducted by Code 20351. This reporting will include the following:

a. The denial, suspension, or revocation of security clearance of any assigned personnel;

b. Any adverse information on an assigned employee's continued suitability for continued access to classified access;

c. Any instance of loss or compromise, or suspected loss or compromise, of classified information;

d. Actual, probable or possible espionage, sabotage, or subversive information; or

e. Any other circumstances of a security nature that would effect the contractor's operation on board SPAWARSYSCOM.

VII. PHYSICAL SECURITY.

a. SPAWARSYSCEN, San Diego will provide appropriate response to emergencies occurring onboard this command. The Contractor will comply with all emergency rules and procedures established for SPAWARSYSCEN.

b. A roving Contract Security Guard patrol will be provided by SPAWARSYSCEN San Diego. Such coverage will consist of, but not be limited to, physical checks of the window or door access points, classified containers, and improperly secured documents or spaces. Specific questions or concerns should be addressed to Code 20352.

c. All personnel aboard SPAWARSYSCEN San Diego property are subject to random inspections of their vehicles and personal items. Consent to these inspections is given when personnel accept either a badge or a vehicle pass/decal permitting entrance to this command.

d. Information about parking restrictions may be found on the Security web site at https://iweb.spawar.navy.mil/services/security/html/Parking.html.

VIII. COR RESPONSIBILITIES.

a. Review requests by cleared contractors for retention of classified information beyond a two-year period and advise the contractor of disposition instructions and/or submit a Final DD 254 to Security's COR.

b. In conjunction with the appropriate transportation element, coordinates a suitable method of shipment for classified material when required.

c. Certify and approve Registration For Scientific and Technical Information Services requests (DD 1540) (DTIC).

d. Ensure timely notice of contract award is given to host commands when contractor performance is required at other locations.

e. Certify need-to-know on visit requests and conference registration forms.

IX. SPECIAL CONSIDERATIONS FOR ON-SITE CLEARED FACILITIES.

Any cleared contractor facility on board SPAWARSYSCOM will be used strictly for official business associated with this contract. No other work may be performed aboard this facility. Additional SPAWARSYSCOM contracts may be performed in this cleared facility, but only on a case-by-case basis. The COR, Security's COR, and Contracting Officer must all be in agreement that this particular arrangement best suits the needs of the Government. At the end of this contract the on-site facility must be vacated, with proper written notification being submitted to the DSS and Security's COR.

X. ITEMS PROHIBITED ABOARD SPAWARSYSCOM AND SPAWARSYSCEN SAN DIEGO.

The following items are prohibited within any SPAWARSYSCOM & SPAWARSYSCEN San Diego controlled areas, with the exception of personnel authorized to possess weapons in the performance of required duties. Also, note exceptions for alcohol possession and consumption on board SPAWARSYSCEN San Diego property.

WEAPONS

1. Ammunition
2. Fireworks
3. Molotov Cocktail
4. Pipe Bomb
5. Black Jack
6. Slingshots
7. Billy/Sand Club
8. Nunchakus
9. Sand Bag: Partially filled with sand and swung like a mace
10. Metal (Brass) Knuckle
11. Dirk or Dagger
12. Switch Blade or Butterfly Knife
13. Knife with a blade (cutting edge) longer than 4 inches
14. Razor with Unguarded blade.
15. Pipe, Bar or Mallet to be used as a club.
16. Compressed Air or Spring Fired Pellet/BB gun
17. Tear Gas/Pepper Spray Weapon
18. Pistol, Revolver, Rifle, Shotgun or any other Firearm
19. Bows, Crossbows or Arrows
20. Bowie Style Hunting Knife
21. Any weapon prohibited by State law
22. Any object similar to the aforementioned items
23. Any offensive or defensive weapons not described above, but likely to cause injury (i.e., Stun Gun, Blow Gun).
24. Any abrasive, caustic, acid, chemical agent or similar substance,

with which to inflict property damage or personal injury

25. Combination Tools with Knife Blades Longer Than 4 inches (i.e., Gerber, Leatherman, etc.)

Military personnel aboard SPAWARSYSCOM and SPAWARSYSCEN San Diego controlled areas not authorized to possess a firearm, as part of prescribed military duties will be apprehended if found in possession. Civilians in unauthorized possession of a firearm will be detained while civilian authorities are notified.

CONTROLLED SUBSTANCES

The unauthorized possession or use of controlled substances defined as marijuana, narcotics, hallucinogens, psychedelics, or other controlled substances included in Schedule I, II, III, IV, or V established by Section 202 of the Comprehensive Drug Abuse Prevention and Control Act of 1970 (84 Stat. 1236) is prohibited.

CONTRABAND

Contraband defined as all equipment, products and materials of any kind which are used, intended for use, or designed for use in injecting, ingesting, inhaling, or otherwise introducing into the human body, marijuana or other controlled substances, in violation of law. This includes: hypodermic syringes, needles, and other objects to inject controlled substances in the body or objects to ingest, inhale or otherwise introduce marijuana, cocaine or hashish oil into the body is prohibited.

ALCOHOL

All SPAWARSYSCOM, tenant command and other government employees, as well as support contractors and authorized visitors may bring unopened containers of alcohol on board SPAWARSYSCEN property.

Alcohol beverages will be consumed only at designated facilities for which written permission by the Commanding Officer is granted.

Personnel desiring to hold a social function and serve alcohol, should send a memo (hard copy) to the Commanding Officer, via the appropriate division head, the Director of Security, and the Public Affairs Officer. The Public Affairs Officer will approve or disapprove the facility use request based on availability and general use policy. If facility use is approved, the Public Affairs Officer will forward the memo to the Commanding Officer for approval/disapproval.

COUNTERFEIT CURRENCY

Counterfeit currency defined as any copy, photo, or other likeness of any U.S. currency, either past or present, not authorized by the U.S. Treasury Department is prohibited.

XI. ESCORTING POLICY.

a. All personnel within SPAWARSYSCOM and SPAWARSYSCEN San Diego's fenced perimeters, with the exception of emergency personnel such as fire, ambulance, or hazardous material response personnel responding to an actual emergency, must wear an SPAWARSYSCEN issued badge. Only U.S. citizens and U.S. Permanent Residents (former immigrant aliens) may be escorted under this policy. ALL SPAWARSYSCOM FOREIGN NATIONAL VISITORS MUST BE PROCESSED THROUGH THE SPAWARSYSCEN FOREIGN VISITS COORDINATOR OFFICE, 20351. Contact phone number: (858) 537-8884.

b. All pictured badged SPAWARSYSCOM and tenant command employees, as well as those contractors and other government employees who have an "E" on their picture badge may escort visitors wearing a red escort-required badge.

CONTRACTOR REQUIREMENTS FOR ACCESS TO INTELLIGENCE INFORMATION-Attachment (3)

1. Intelligence material and information, either furnished by the user agency or generated under the contract performance, will **not** be:

a. Reproduced without prior approval of the originator of the material. All Intelligence material shall bear a prohibition against reproduction while in your custody; or

b. Released to foreign nationals or immigrant aliens who you may employ, regardless of their security clearance or access authorization, except with the specific permission of the Office of Naval Intelligence (ONI-5), via Security's Contracting Officer's Representative (COR); or

c. Released to any activity or person of the contractor's organization not directly engaged in providing services under the contract or to another contractor (including subcontractors), government agency, private individual, or organization without prior approval of the originator of the material, and prior approval and certification of need-to-know by the designated project manager/contract sponsor.

2. Intelligence material does not become the property of the contractor and may be withdrawn at any time. Upon expiration of the contract, all intelligence released and any material using data from the Intelligence must be returned to the COR or authorized representative for final disposition. The contractor shall maintain such records as will permit them to furnish, on demand, the names of individuals who have access to Intelligence material in their custody.

3. Access to Intelligence data will only be through cognizant government program managers/project engineers. Independent access is not inferred or intended.

4. Classified Intelligence, even though it bears no control markings, will not be released in any form to foreign nationals or immigrant aliens (including u.s. government employed, utilized or integrated foreign nationals and immigrant aliens) without permission of the originator.

5. You will maintain records that will permit you to furnish, on demand, the names of individuals who have access to Intelligence material in your custody.

TEMPEST REQUIREMENTS QUESTIONNAIRE (TRQ)
FOR CONTRACTOR FACILITIES-Attachment (4)

1. This TRQ must be completed and sent to the contracting authority and the Certified TEMPEST Technical Authority (CTTA) within 30 days after contract award for all contracts where classified National Security Information (NSI) will be processed and the requirements of item 13 of the DD 254 have been met.

2. The prime contractor cannot pass TEMPEST requirements to subcontractors. Subcontractors must submit a Contractor TRQ prior to processing.

3. The TRQ is for information collection only. It is not a directive or an implied requirement, nor is it an encouragement to procure TEMPEST equipment or any type of shielding for use on this contract. **DO NOT** initiate any changes to equipment of facilities for TEMPEST unless it has been recommended by the CTTA and specifically directed by the contracting authority.

4. The contracting authority will not issue any directives concerning TEMPEST until after the contractor submitted TRQ has been evaluated by the CTTA and resulting recommendations received. To fully evaluate the TRQ, the CTTA may request additional information concerning the facility, its physical control, the equipment which will be used to process NSI, etc.

5. The contractor shall ensure compliance with any TEMPEST countermeasure(s) specifically directed in writing by the contracting authority.

6. Please provide the information requested in paragraphs 7 through 20 and return to the CTTA at:

Commanding Officer
SPAWARSYSCEN
Code 723
PO Box 190022
North Charleston, SC 29419-9022

7. Provide the name, address, position title and phone number (at the facility where classified processing will occur) of a point of contact who is knowledgeable of the processing requirements, the types of equipment to be used, and the physical layout of the facility.

8. Provide the specific geographical location, address, and zip code, where classified processing will be performed.

9. What are the classification level(s) of material to be processed/handled by electronic or electromechanical information system(s) and what percentage is processed at each level?

10. What special categories of classified information are processed?

11. Is there a direct connection (wireline or fiber) to a Radio Frequency (RF) transmitter(s) located either locally or at a remote site?

12. Are there any RF transmitters located within 6 meters of the system processing NSI or the system's RED signal lines?

13. Describe how access is controlled to your facility including the building, compound, plant, property, and/or parking lots. Where are visitor's first challenged/identified? Include controls such as alarms, guards, patrols, fences, and warning signs. Provide a simple block diagram of the equipment, the facility, and the surrounding areas. The diagram(s) should extend out to the nearest uncontrolled area on each side of the facility, such as a military base perimeter, plant property line, commercial building or residential area.

14. Are there other tenants in the building who are not U.S. department/agents?

15. Are there any known foreign business or government offices in adjacent buildings?

16. Provide the make and model number of all equipment used to process, transfer, or store classified information. Include computers, peripherals, network hardware, multiplexors, modems, encryption devices (COMSEC), etc.

17. Have on-site TEMPEST tests been conducted on any of these equipment(s)? If so, which ones? When was the test(s) conducted? Who conducted the test(s)? Have all deficiencies (if any) been resolved?

18. Has a TEMPEST Facility Zoning test been conducted? If so, who conducted the testing and when?

19. Is this company foreign-owned or controlled? If so, what is the country?

20. Provide the contract number, identify the sponsoring command, point of contact or Contracting Officer's Representative, and their telephone number.

UNDERSEA WARFARE REQUIREMENTS-Attachment (5)

1. Basic classification and downgrading or declassification instructions and various aspects of data releasability applicable to this contract are contained in OPNAVINST S5513.5B, enclosure (40) titled "SURVEILLANCE TOWED ARRAY SENSOR (SURTASS); enclosure (42) titled "SOUND SURVEILLANCE SYSTEM (SOSUS); enclosure (115) titled " ADVANCED DEPLOYABLE SYSTEMS (ADS); enclosure (131) titled "FIXED DISTRIBUTION SYSTEMS (FDS), which because of their classification level, are transmitted separately. Supplemental instructions for classification, or downgrading, or declassification and/or data releasability for program materials applicable to this contract shall also be transmitted separately.

2. All classified information documents generated, reproduced, or published under this contract shall be marked using the methods described in Chapter 4, of the National Industrial Security Program Operating Manual, DoD 5220.22-M. Downgrading or declassification instructions and authority for marking this material shall be taken from OPNAVINST S5513.5B, enclosure 40, 42, 115, or 131. Neither the contract number, nor the DD 254, shall EVER be cited as authority for classification, or downgrading, or declassification.

3. The Commander, Naval Sea System Command (NAVSEA) (PMS 485), via the Contracting Officer's Representative (COR), shall approve the distribution of all classified and unclassified material relating to this contract prior to transmission.

4. Information from this contract is NOT releasable to personnel possessing reciprocal clearances without written approval.

5. Need-to-know will be assumed for all government employees citing this contract number and SURTASS, SOSUS, ADS, or FDS on their visit requests to all contractor facilities.

Attachment 3

Small Business Subcontracting Plan

Attachment 4

Award Term Plan

For

MAJOR SERVICES ACQUISITION PROGRAM MANAGEMENT CONTRACTS

SUBMITTED:	APPROVED:
Procuring Contracting Officer	Term Determining Official

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AWARD TERM PLAN

1.0 INTRODUCTION

This Award Term Plan is the basis for the Organizations, as defined in the Statement of Objectives (SOO) Attachment 1, to evaluate contractors' performance and to present an assessment of that performance to the Term Determining Official (TDO). The TDO will utilize the performance assessment information generated as a result of this plan to determine whether a contractor has earned award terms or lost previously earned award terms. This plan describes specific criteria and procedures used for assessing contractors' performance and for determining award terms earned or lost. Evaluations will be conducted at the task order level and will roll-up to an overall assessment of contract performance (See Annex 3).

Contracts awarded under this solicitation will have a two-year base period and a maximum of four six-month award terms. All TDO decisions and the methodology used to determine award terms are unilateral actions made solely at the discretion of the Government. This plan may be changed during contract performance according to the procedures detailed in paragraph 5.0. Any award terms earned will be reflected in unilateral contract modifications based upon determinations by the TDO. Award terms earned by contractors may be cancelled by the government if the requirement no longer exists, funding is unavailable, the contract is terminated, the Major Services Acquisition is cancelled or the award term is lost by the contractor's evaluated substandard performance.

The contracts resulting from this solicitation utilize performance-based methodology. Since they are indefinite delivery – indefinite quantity (IDIQ) contracts, the performance work statements (PWS) or Statements of Objectives (SOO) are found on individual task orders. The remaining elements characterizing performance-based contracts, i.e. performance standards, a quality assurance plan and incentives (both positive and negative), are found in this award term plan. Individual task orders list pertinent performance requirements and detail the linkage of those requirements to the evaluation criteria in this plan. The performance standards for evaluation criteria are the adjectival ratings necessary to earn (or lose) award terms as described in this plan. The quality assurance plan is the annual process of performance monitors rating applicable evaluation criteria as described in this plan. And the incentives are the actual award terms earned or lost as a result of contractor performance. As such, **this award term plan also functions as a Performance Requirements Summary (PRS)**.

2.0 ORGANIZATION

The award-term organization includes the TDO and an Award-Term Review Board (ATRB) consisting of a chairperson, the contracting officer, a recorder, other functional area participants, advisory members, and selected performance monitors. Annex 1 provides additional detail on the organization.

3.0 RESPONSIBILITIES

a. Term-Determining Official. The TDO approves the award-term plan and any major changes to it. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines whether award terms are earned or lost for each evaluation period. The TDO may designate an alternate to act in his/her place should the need arise.

b. Award-Term Review Board Chairperson. The ATRB chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board. The ATRB chairperson briefs the TDO on contractors' overall performance and recommends whether award terms are earned or lost. He/she also recommends award term plan major changes to the TDO.

c. Award-Term Review Board Members. ATRB members review performance monitors' evaluation of contractors' performance, consider all information from pertinent sources including contractors' self-assessments and prepare a summary report supporting the recommendation to the TDO whether award terms should be earned or lost. The ATRB will also draft recommended changes to this plan.

d. ATRB Recorder. The ATRB recorder is responsible for coordinating the administrative requirements of the performance monitors, the ATRB, and the TDO. The recorder prepares the official minutes/report of each ATRB session. The recorder may be a support contractor who is not a prime or subcontractor under this solicitation. The recorder is a non-voting member of the ATRB.

e. Procuring Contracting Officer (PCO). The PCO is the liaison between contractor and government personnel. Subsequent to the TDO decision, the PCO modifies the contract period of performance, as necessary, to reflect the decision. The PCO may make changes to the Annexes of this plan without prior TDO approval.

f. Performance Monitors. Performance monitors maintain written records of contractors' performance for their task orders so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports, and submit them as directed by the ATRB.

4.0 AWARD-TERM PROCESSES

a. Evaluation Periods. A formal assessment of contractors' performance will be done annually. An interim evaluation will be conducted six months prior to the formal annual assessment. The annual assessment may result in contractors earning or losing six-month or one-year award terms, or may result in no change to the term of the contract. Interim evaluations are advisory, providing mid-year performance feedback, and will not result in earning or losing award terms. Annex 2 lists dates for evaluation periods and the performance scores precipitating earning or losing award terms. Award terms may be earned during the first annual assessment, however, none are available to lose. Consequently, since the base period of the contract is two years, an unsatisfactory rating on the first annual assessment may result in termination prior to the end of the two-year base period of performance.

b. Evaluation Criteria. Evaluation criteria and rating/performance standards are listed in Annex 3. Evaluation criteria and their relative weight may change during the life of the contract. Changes to evaluation criteria will be handled in accordance with paragraph 5.0.

c. Interim Evaluations. Interim evaluations will be conducted six months prior to the formal annual assessment, or at other times at the discretion of the TDO. The ATRB Chairman or Recorder notifies ATRB members and performance monitors two weeks before the interim evaluation date (first weekday of February). Performance monitors submit their interim evaluations to the ATRB by the interim evaluation date (first weekday of February). Annex 4 is the Interim Evaluation/Formal Assessment form. The ATRB determines interim evaluation ratings and prepares a brief summary report of the strengths and weaknesses of each contractor. The ATRB Chairman provides the applicable summary report to each contractor and all reports to the TDO two weeks after the first weekday of February. TDO approval of interim evaluations is not required. Contractor self-assessments are not required for interim evaluations. Proposed changes to the award term plan may be raised at this point. The PCO notify contractors at any other time when it is deemed necessary to highlight areas of government concern.

d. Formal Annual Assessments. Formal assessments will be conducted annually. The formal annual assessment date is the first weekday of August. The ATRB Chairman or Recorder notifies ATRB members, performance monitors and contractors one month before the annual assessment date. Performance monitors submit their annual assessments to the ATRB by the formal assessment date. Contractors shall submit written self-assessments to the PCO by the annual assessment date. Self-assessments should address applicable evaluation criteria and may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The self-assessment may not exceed one page per task order. A separate contract-level document of up to three pages may be submitted for the Small Business criteria.

The ATRB Chairman, at his/her discretion, may convene one or more forums with selected contractor and performance monitor personnel present to clarify and resolve differing viewpoints represented on the contractor self-assessments and performance monitor assessments. The ATRB proposes assessment ratings and prepares a summary report of the strengths and weaknesses of each contractor. The report shall support a recommendation to the TDO whether, and to what extent, award terms should be earned or lost. The ATRB Chairman shall brief the assessment report and recommendation to the TDO. The TDO determines the overall assessment ratings and award-terms earned or lost within one month of the formal annual assessment date. The TDO provides written notification to each contractor of their overall assessment rating and award-terms earned or lost. The PCO modifies each applicable contract period of performance to reflect the TDO's decision within two weeks of that decision.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE

Either the Government or contractors may propose changes to the award-term plan. The Government may make unilateral changes to the plan for evaluation periods that have not already begun. All contractor proposed changes, and any changes proposed to take effect in evaluation periods that have already begun, will be bilaterally negotiated. The PCO will provide written notification of plan changes to the contractor prior to the changes taking effect. If the PCO does not give written notice to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following evaluation period.

ANNEX 1

AWARD TERM ORGANIZATION

Members

Term Determining Official:	**Deputy PEO – C4I and Space**
Award Term Review Board Chairperson:	**MSA Program Manager**
Award Term Review Board Members:	
* Contracting Officer	**Code 02**
2 Technical Representatives	**PEO- C4I**
1 Technical Representative	**SPAWAR HQ**
* Recorder	**PBSA Support Contractor**

* These are mandatory members. The Recorder is a non-voting member. Representatives from PEO-IT, NMCI, PEO-LMW, PEO(T) and SPAWAR Echelon III Commands, as well as Counsel and the Small Business Office, may serve as non-voting subject matter experts.

PERFORMANCE MONITORS

Performance on applicable evaluation criteria will be rated on a task order basis. As such, the technical point of contact for each task order will be a performance monitor. There will be no "super" performance monitors assigned oversight of contract-level evaluation criteria. Technical representatives on the award term board may be performance monitors, at the discretion of the Chairperson.

ANNEX 2

AWARD TERM ALLOCATION BY EVALUATION PERIODS

The award term earned by the contractor will be determined at the completion of evaluation periods shown below. Available award terms shown corresponding to each period are the maximum available award term amounts that can be earned during that particular period.

Evaluation Period	From	To	Available Award Terms
1	Date of Award	September 30, 2005	2 6-month Award Terms
	Interim Evaluation	1st weekday of Feb	
	Formal Assessment	1st weekday of Aug	
2	October 1, 2005	September 30, 2006	2 6-month Award Terms
	Interim Evaluation	1st weekday of Feb	
	Formal Assessment	1st weekday of Aug	
3*	October 1, 2006	September 30, 2007	2 6-month Award Terms**
	Interim Evaluation	1st weekday of Feb	
	Formal Assessment	1st weekday of Aug	

* Evaluation period 3 will be used to address the special circumstance of contractors who have earned less than the maximum number of award terms, but whose performance is now exceptional.
** A maximum of 4 6-month award terms are available through the life of the contract.

As described in Annex 3, performance will be rated using five adjectives:

Exceptional
Very Good
Satisfactory
Marginal
Unsatisfactory

Award Terms Earned/Lost	Evaluation Periods 1 and 2	Evaluation Period 3
2 6-month terms earned	Exceptional	Exceptional **
1 6-month term earned	Very Good	Exceptional **
Nothing earned or lost	Satisfactory	Satisfactory/Very Good
1 6-month term lost	Marginal	Not applicable
2 6-month terms lost	Unsatisfactory*	Not applicable

* See paragraph 4.0a regarding an unsatisfactory rating in the 1st evaluation period.
** The TDO may grant remaining unearned award terms (1 or 2) during this evaluation period.

ANNEX 3
EVALUATION CRITERIA

CRITERIA	WEIGHT
Cost Performance	50%
Technical Effectiveness	20%
Schedule Performance	10%
Customer Satisfaction	10%
Small Business Subcontracting Performance	10%

Cost Performance This area rates the contractor's performance in providing affordable solutions. Considerations upon which to base ratings may include, but are not limited to:

- direct labor rate averages experienced during contract/task order performance compare favorably to proposed averages contractually and by task order
- contractor stays within the negotiated cost/price for each task order
- contractor identifies opportunities for cost savings/avoidance
- invoices are submitted without inaccuracies; disputed costs are resolved promptly
- contractor's monthly report accurately displays current cost data

RATING/PERFORMANCE STANDARDS

Exceptional	Direct labor rate averages remain within +/- 2% of proposed task order direct labor rate averages and remain within +/- 2% of proposed basic contract direct labor rate averages after taking annual escalation into account.
Very Good	Direct labor rate averages remain within +/- 5% of proposed task order direct labor rate averages and remain within +/- 5% of proposed basic contract direct labor rate averages after taking annual escalation into account.
Satisfactory	Direct labor rate averages remain within +/- 10% of proposed task order direct labor rate averages and remain within +/- 10% of proposed basic contract direct labor rate averages after taking annual escalation into account.
Marginal	Direct labor rate averages remain within +/- 15% of proposed task order direct labor rate averages and remain within +/- 15% of proposed basic contract direct labor rate averages after taking annual escalation into account.
Unsatisfactory	Direct labor rate averages exceed 15% of proposed task order direct labor rate averages and exceed 15% of proposed basic contract direct labor rate averages after taking annual escalation into account.

TECHNICAL EFFECTIVENESS this area rates the contractor's performance in the professional discipline or scope category called for in the task order work description. Considerations upon which to base ratings may include, but are not limited to:

- quality of services provided by contractor personnel
- quality of deliverables generated by the contractor
- quality of staff for both key and non-key personnel
- contractor's adaptability to technical changes affecting the task order
- technical innovation and improvements initiated by the contractor

RATING/PERFORMANCE STANDARDS*

Exceptional	95% or more of deliverables submitted to the government meet or exceed customer quality requirements, or, meet or exceed the technical requirements specified in the task order.
Very Good	85-94% of deliverables submitted to the government meet or exceed customer quality requirements, or, meet or exceed the technical requirements specified in the task order.
Satisfactory	75-84% of deliverables submitted to the government meet or exceed customer quality requirements, or, meet or exceed the technical requirements specified in the task order.
Marginal	65-74% of deliverables submitted to the government meet or exceed customer quality requirements, or, meet or exceed the technical requirements specified in the task order.
Unsatisfactory	Less than 65% of deliverables submitted to the government meet or exceed customer quality requirements, or, meet or exceed the technical requirements specified in the task order.

Schedule Performance This area rates the contractor's performance in providing timely work products. Considerations upon which to base ratings may include, but are not limited to:

- skilled labor and conforming deliverables are provided on a timely basis
- task order cost proposals are timely, conform to the contractor's estimating system, are consistent in format and sufficient in supporting detail for government analysis
- contractor is responsive to emergent data calls

RATING/PERFORMANCE STANDARDS*

Exceptional	95% or more of deliverables are submitted to the government on schedule or earlier.
Very Good	85-94% of deliverables are submitted to the government on schedule or earlier.
Satisfactory	75-84% of deliverables are submitted to the government on schedule or earlier.
Marginal	65-74% of deliverables are submitted to the government on schedule or earlier.
Unsatisfactory	Less than 65% of deliverables are submitted to the government on schedule or earlier.

Customer Satisfaction This area rates the contractor's performance in meeting its customers' expectations, coordinating the efforts of its own team and keeping the appropriate government personnel appraised of its efforts. This area may be rated at either or both the contract and task order level. Considerations upon which to base ratings may include, but are not limited to:

- contractor cooperates in the implementation of common processes and maintains a positive working relationship with other multiple awardees
- contractor is faithfully executing its OCI mitigation processes/plans
- contribution of the contractor toward meeting the customer's goals
- communication, coordination and cooperation with appropriate government personnel
- contractor constructively participates in the award term evaluation process by submitting timely and succinct self-assessments

RATING/PERFORMANCE STANDARDS

Exceptional	Performance meets contractual requirements and exceeds many, to the government's benefit. The contractual performance of the criteria being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some, to the government's benefit. The contractual performance of the criteria being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the criteria being assessed was accomplished with some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the criteria being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the criteria being assessed reflects a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

***** If performance standards under the Technical Effectiveness or Cost and Schedule Performance criteria are not applicable, use the above rating table.

Small Business Subcontracting Performance This area rates the contractor's performance in executing its small business subcontracting plan. This criteria will be evaluated at the contract-level, rather than the task order level, unless specified differently in the task order work statement. Considerations upon which to base ratings may include, but are not limited to:

- contractor submits SF 294/295 forms in a timely manner, without inaccuracies
- contractor submits special quarterly subcontracting report timely and accurately
- contractor is on-track for meeting its overall small business subcontracting goal, and also its subsidiary goals for small disadvantaged, woman-owned, HUBZone, veteran owned small business and service disabled veteran owned small business categories and adequate explanations provided, as necessary
- contractor is providing small business subcontracting status in its monthly report
- contractor is responsive to data calls/queries from the government on an ad hoc basis

RATING/PERFORMANCE STANDARDS

Exceptional	The most recently submitted Special Small Business Subcontract Report shows all subcontract plan goals have been exceeded or HUBZone and Service-Disabled Veteran Owned Small Business goals are exceeded and all other goals are met, taking into consideration the narrative provided on the Special Report.
Very Good	The most recently submitted Special Small Business Subcontract Report shows at or near all subcontract plan goals or HUBZone and Service-Disabled Veteran Owned Small Business goals have been met and near all other goals, taking into consideration the narrative provided on the Special Report.
Satisfactory	The most recently submitted Special Small Business Subcontract Report shows up to 3 subcontract plan goal categories have been met or exceeded, taking into consideration the narrative provided on the Special Report.
Marginal	The most recently submitted Special Small Business Subcontract Report shows no less than 3 subcontract plan goal categories have been met, taking into consideration the narrative provided on the Special Report.
Unsatisfactory	The most recently submitted Special Small Business Subcontract Report shows less than 3 subcontract plan goal categories have been met, taking into consideration the narrative provided on the Special Report.

Roll-up of Task Order Evaluations

Performance Monitors will rate each task order (TO) that is currently active, or has been physically competed during the evaluation period using the format in Annex 4. Completed rating forms will be sent electronically to the ATRB Recorder by the date specified in Annex 2. As mentioned earlier, the Small Business Subcontracting Performance criteria will only be evaluated at the contract level. However, the contract-level rating will be applied to each TO.

The ATRB Recorder will calculate an overall rating for each TO using the following method.
Each Exceptional will receive a score of four.
Each Very Good will receive a score of three.
Each Satisfactory will receive a score of two.
Each Marginal will receive a score of one.
Each Unsatisfactory will receive a score of zero.

Cost Performance will be multiplied by its weight of 50%.
Technical Effectiveness will be multiplied by its weight of 20%.
Schedule Performance will be multiplied by its weight of 10%.
Customer Satisfaction will be multiplied by its weight of 10%.
Small Business Subcontracting Performance will be multiplied by its weight of 10%.

The result will be a single score on a four point scale. **Example for TO ABC:**

Cost Performance: Rating – Exceptional	4 X 50% = 2.00
Technical Effectiveness: Rating – Very Good	3 X 20% = 0.60
Schedule Performance: Rating - Satisfactory	2 X 10% = 0.20
Customer Satisfaction: Rating – Marginal	1 X 10% = 0.10
Small Business Subcontracting Performance: Rating - Unsat	0 X 10% = 0.00
Task Order ABC Score	2.90

Each TO will have equal weight. After every TO has been rated, the individual TO scores will be summed, and then divided by the total number of TOs rated. The result is a contract level score. The relationship between evaluation ratings and contract level scores will be as follows:

Evaluation Rating	**Contract Level Score**	**Award Terms Earned/Lost**
Exceptional	3.51 – 4.00	2 6-month terms earned
Very Good	3.01 – 3.50	1 6-month term earned
Satisfactory	2.51 – 3.00	Nothing earned or lost
Marginal	2.01 – 2.50	1 6-month term lost
Unsatisfactory	< 2.00	2 6-month terms lost

ANNEX 4

Interim Evaluation/Formal Assessment Form

Contract/TO Number:	**Performance Period Being Evaluated: 1 2 3**
PREPARED BY (Name/Code):	**Value of Order:**

Award Term Scores					
EVALUATION CRITERIA	**EXCEPTIONAL**	**VERY GOOD**	**SAT**	**MARGINAL**	**UNSAT**
COST PERFORMANCE					
TECHNICAL EFFECTIVENESS					
SCHEDULE PERFORMANCE					
CUSTOMER SATISFACTION *					
SB SUBCONTRACTING PERFORMANCE **					

*** May be evaluated either or both the contract and task order level. TO level rating on this form.**

**** Will be evaluated at the contract level and subsequently listed on this form.**

COMMENTS (Exceptional, Marginal and Unsat ratings must provide a brief rationale in this space.)

Name of Evaluator Date

Attachment 5 – Relevant Experience Form

1. Complete Name of Reference (Government agency, commercial firm, or other organization)	
2. Complete Address of Reference	
3. Contract Number or other control number	4. Date of contract
5. Date work was begun	6. Date work was completed
7. Contract type, initial contract price, estimated cost and fee, or target cost and profit or fee	8. Final amount invoiced or amount invoiced to date
9a. Reference/Technical point of contact (name, title, address, telephone no. and email address)	9b. Reference/Contracting point of contact (name, title, address, telephone no. and email address)
10. Location of work (country, state or province, county, city)	
11. Current status of contract (choose one): [ ] Work continuing, on schedule [ ] Work continuing, behind schedule [ ] Work completed, no further action pending or underway [ ] Work completed, routine administrative action pending or underway	[ ] Work completed, claims negotiations pending or underway [ ] Work completed, litigation pending or underway [ ] Terminated for Convenience [ ] Terminated for Default [ ] Other (explain)
12. Provide a summary description of contract work, not to exceed one page in length. Describe the nature and scope of work, its relevancy to this contract, and a description of any problems encountered and your corrective actions. Attach the explanation to this form.	
13. Describe the extent to which your team members (subcontractors) on the instant solicitation contributed to the effort described in Block 12. Describe the extent to which the employees from your company who performed the effort described in Block 12 will be performing under this solicitation.	
14. SPAWAR is a DoN major systems acquisition command. Describe the nature of your customer on this contract. How is your customer similar to SPAWAR, or if not similar, how is your experience with this customer relevant to SPAWAR?	
15. Attach standard past performance evaluations (those in PPIRS, ex. CPARS) for all portions of the past three years on this contract, if available. If unavailable, have your reference(s) fill out a Past Performance Questionnaire, Att. 6, and send directly to the Contracting Officer NLT the proposal due date.	

Space and Naval Warfare Systems Command

Mark R. Schweer, Code 02E4
OT 4, Rm. 1034, 4301 PACIFIC HIGHWAY
SAN DIEGO, CA 92110-3127

FAX

TO: _____ **AGENCY:**_____

PHONE:_____ **EMAIL:**_____

INFORMATION REQUEST

PAST PERFORMANCE

This office is currently in the process of awarding a competitive service contract. [CONTRACTOR NAME] has provided your name and organization as a reference regarding [CONTRACTOR'S NAME] record of past performance under Contract No. [CONTRACT NO.]. Specifically, we are looking for past performance information regarding the following areas:

a.) Quality of Product or Service - Conformance to contract requirements, specifications and standards of good workmanship, accuracy of reports, appropriateness of personnel, and technical excellence;
b.) Cost Control - Within budget, current accurate and complete billings, actual cost/rates reflect closely to negotiated cost/rates, cost efficiency measures, adequate budgetary internal controls;
c.) Schedule - Timeliness of performance, met interim milestones, reliable, responsive to technical and contractual direction, completed on time, including wrap-up and contract administration, no liquidated damages assessed;
d.) Business Relationships - Effective management, businesslike correspondence, responsive to contract requirements, prompt notification of problems, reasonable/cooperative behavior, flexible, proactive, effective Contractor recommended solutions, timely award and management of subcontracts, effective small/small disadvantaged business subcontracting program;
e.) Customer Satisfaction - Satisfaction of end users with the Contractor's service;
f.) Key Personnel - How long key personnel stayed on the contract, how well they managed their portion of the contract, the quality and relevancy of the products/services generated by key personnel.

In order for our team to compile its evaluation, we request that you complete the attached survey form and email it, and any other pertinent information, within ten (10) working days to mark.schweer@navy.mil. Any relevant information you have would be vital in our assessment of the aforementioned Contractor.

Thank you very much!
Mark R. Schweer
Contracting Officer

CONTRACTOR PERFORMANCE EVALUATION SURVEY

CONTRACTOR NAME:_____ CONTRACT NUMBER:_____

EVALUATION PERIOD:_____ DELIVERY ORDER NO.:_____

GOVERNMENT TECHNICAL REPRESENTATIVE:

_____

Name (print) Code Phone

Please read the statements below, indicating your relative level of agreement in the box provided:

	EXCEPTIONAL	VERY GOOD	SATISFACTORY	MARGINAL	NOT SAITISFACTORY
a.) QUALITY OF PRODUCT OR SERVICE:					
(1) The Contractor provided a product or service that conformed to contract requirements, specifications, and standards of good workmanship					
(2) The Contractor submitted accurate reports.					
(3) The Contractor utilized personnel that were appropriate to the effort performed.					
b.) COST CONTROL:					
(1) The Contractor performed the effort within the estimated cost/price.					
(2) The Contractor submitted accurate invoices on a timely basis.					
(3) The Contractor demonstrated cost efficiencies in performing the required effort.					
(4) The actual costs/rates realized closely reflected the negotiated costs/rates.					
c.) SCHEDULE:					
(1) The tasks required under this effort were performed in a timely manner and in accordance with the period of performance of the contract.					
(2) The Contractor was responsive to technical and/or contractual direction.					

NOTE: For statements indicating “Exceptional” or “Not Satisfactory,” please provide a brief explanation on the attached page.

CONTRACTOR PERFORMANCE EVALUATION SURVEY CONTINUED

CONTRACTOR NAME:_____ CONTRACT NUMBER:_____

	EXCEPTIONAL	VERY GOOD	SATISFACTORY	MARGINAL	NOT SAITISFACTORY
d.) BUSINESS RELATIONSHIPS:					
(1) The Contractor demonstrated effective management over the effort performed.					
(2) The Contractor maintained an open line of communication so that the COR and/or Technical Point of Contact were apprised of technical, cost, and schedule issues.					
(3) The Contractor presented information and correspondence in a clear, concise, and businesslike manner.					
(4) The Contractor promptly notified the Contracting Officer's Representative, Technical Point of Contact, and/or Contracting Officer in a timely manner regarding urgent issues.					
(5) The Contractor cooperated with the Government in providing flexible, proactive, and effective recommended solutions to critical program issues.					
(6) The Contractor made timely award to, and demonstrated effective management of, its subcontractors.					
(7) The Contractor demonstrated an effective small/small disadvantaged business subcontracting program.					
e.) CUSTOMER SATISFACTION:					
(1) The products/services provided adequately met the needs of the program.					
(2) The Contractor was able to perform with minimal or no direction from the COR or the Technical Point of Contact.					
(3) I am satisfied with the performance of the Contractor under this effort.					
f.) KEY PERSONNEL:					
(1) The labor turnover in key personnel labor categories was minimal and did not adversely affect Contractor performance.					
(2) The Contractor did not frequently propose personnel to fulfill the requirements of the contract that were clearly unqualified.					

NOTE: For statements indicating "Exceptional" or "Not Satisfactory," please provide a brief explanation on the attached page.

CONTRACTOR PERFORMANCE EVALUATION SURVEY CONTINUED

CONTRACTOR NAME:_____ CONTRACT NUMBER:_____

NARRATIVE EXPLANATION:

ATTACHMENT 7 -- RESUME FORMAT **N00039-04-D-0004**

Labor Category	**Meet General Experience***	RFP Req.	Actual Years	**Meet Specialized Experience***	RFP Req.	Actual Years	**Education (degree)**	RFP Req.	Actual
Category Name ***Program Manager***	Ö	# years ***10 years***	# years ***15 years***	Ö	# years ***10 years***	# years ***12 years***	***Bus. & Acc'ting. Degree***	***BA***	***MA***

Bold text in italics was inserted as an example only. Please see below for details.
Note: The experience described below must **substantiate the information represented in the above table or the proposed individual may not receive credit for meeting the listed criteria.**

Name of Individual:
Percentage of time allocated to effort (e.g. of estimated hours for applicable category):
Percentage of time allocated as a Key Person on another contract:
Security Clearance:
Current work location:

Relevant General and Specialized Experience

Mr. Heston has over thirty years of direct experience in managing programs and personnel for financial systems. Overall experience in management of these programs includes supporting budgeting and forecasting of allocated funds for labor and material usage, as well as analysis and reconciliation of problem disbursements. He has been responsible for preparing month end problem disbursement reports and pre-validation of contracts in an effort to prevent future discrepancies and has been instrumental in reconciling over $10 million in problem disbursements.

ABC Corporation, Feb 99–Present; Functional Applications Analyst (SOW #.#)

- Responsible for the financial maintenance of ABC Corporation's Electromagnetic Environment Program and Configuration/Horizontal Management tasks
- Budgeting and forecasting allocated funds for labor and material usage
- Preparation of bids on ????
- Preparation of monthly and quarterly financial reports for individual tasks
- Assist in preparation of presentation materials

DEF Company (Formerly GHI Corporation); Sept 97–Feb 99; Financial Analyst II (SOW 1.2.1, 1.2.2, 1.2.3)

- Reconciliation of over $10 million in problem disbursements
- Responsible for analysis and reconciliation of problem disbursements.
- Preparation of month end problem disbursement reports
- Contract pre-validation
- Extensive interface with SPAWAR personnel while conducting research on GHI Corporation's problem disbursements.

I hereby state that the information in this resume is true, accurate and correct and consent is given for Disclosure of this resume for proposal evaluation purposes. I will be available to perform as _____ [fill-in; full/part-time, and labor category] for any resultant contract.

_____ _____
Signature of Person Identified on Resume Date

_____ _____
Signature of person authorized to sign for the firm submitting the resume. Date

Attachment 8

Standard Monthly Report Format

(separate file)

Attachment 9

Cost Proposal Format

(separate file)

Attachment 10

SPECIAL SMALL BUSINESS SUBCONTRACT REPORT

Contract No. _____ Date Submitted: _____

Data for this report includes first tier subcontractors based on percent of total subcontracted amount* of $_____ as of _____.
(insert date)

Reporting Period: _____ Task Order Numbers Included: _____

TYPE	APPROVED SUBCONTRACT PLAN GOALS %	CUMULATIVE ACTUAL % ACHIEVEMENT	CUMULATIVE ACTUAL $ ACHIEVEMENT
Large Business			
Small Business			
TOTAL	**100%**		
Small Disadvantaged Business			
Woman Owned Small Business			
HUBZone Small Business			
Veteran Owned Small Business			
Service Disabled Veteran Small Business			

Directions: This Special Small Business Subcontract Report must be submitted to the Contracting Officer and to the SPAWAR Small Business Office quarterly by the 15th of the following month and at contract completion. This report covers subcontract award data related to this contract and must be submitted in addition to the SF 294/SF 295 required by FAR Clause 52.219-9, Small Business Subcontracting Plan. Failure to submit this report in a timely manner and to comply with approved goals will be considered a performance issue and will be documented on the Contractor's Performance Assessment Report. Reports are required when due, regardless of whether there has been any contracting activity since the inception of the contract or since the previous report. Attach a short narrative explanation if any accomplishments fall below that which would be expected using a straight-line projection of goals through the period of contract performance or, if this is a final report, any one of the goals were not met.

Subcontract award data reported on this special report by the prime contractor shall be limited to awards made to immediate subcontractors (i.e., first tier). Credit cannot be taken for awards made to lower tier subcontractors. This special report is not required to be submitted by lower tier subcontractors. Note that all subcontract award data reported represents activity since the inception of the contract through the end of the reporting period.

*Goals are to be expressed in terms of percentages of total subcontracted amount for work subcontracted against delivery orders and modifications issued as of the end of the reporting period. All incentives (e.g., Indian Incentive Program under FAR Part 26) and payments under DoD Mentor-Protégé Agreements, if any, are to be excluded.)

Attachment 11

CONTRACTOR EMPLOYEE NON-DISCLOSURE AGREEMENT

[This Agreement refers to Task Order _____under Contract No. _____ entered into between the Space and Naval Warfare Systems Command (SPAWAR) and _____ (Contractor).]

As an employee of Contractor, I understand that in connection with my involvement in the support of the above-referenced Task Order/Contract, I may receive or have access to certain sensitive information relating to said Task Order/Contract. I hereby agree that I will not discuss or otherwise disclose (except as may be legally or contractually required) any such sensitive information maintained by SPAWAR or by others on behalf of SPAWAR, to any person, including personnel in my own organization, not authorized to receive such Information.

Sensitive information is defined as: "Competition Sensitive Information" (CSI) "Sensitive Program Information (SPI)" and "Source Selection Information (SSI)". This means:

(a) Information provided to the contractor or the Government that would be competitively useful on current or future related procurements, and if used improperly could create an unfair competitive advantage; or

(b) Is considered source selection sensitive information as defined in FAR 3.104-4(k) and FAR 2.101; or

(c) Contains (1) information about a contractor's pricing, rates, costs, schedule, or contract performance that would otherwise not fit within the definition of "Proprietary Information" above; or (2) the Government's analysis of that information; and

(d) Program information relating to current or estimated budgets, schedules or other financial information relating to the program office; and:

(d) Is properly marked CSI, SPI or SSI, or any similar markings.

Should sensitive information be provided to me under this Task Order/Contract, I agree not to discuss or disclose such information with/to any individual not authorized to receive such information. If there is any uncertainty as to whether the disclosed information comprises sensitive information, I will request my employer to request a determination in writing from the SPAWAR Contracting Officer as to the need to protect this information from disclosure.

In matters pertaining to source selection, I will promptly notify my employer, if during my involvement in the Task Order, I become aware of a company, business or corporate entity that (1) I know submitted a proposal or (2) I know plans on submitting a proposal for a solicitation resulting from work under this Task Order, that either I or my spouse or my minor children has a financial interest. Financial interest is defined as compensation for employment in the form of wages, salaries, commissions, professional fees, or fees for business referrals, or any financial investments in the business in the form of direct stocks or bond ownership, or partnership interest (excluding non-directed retirement or other mutual fund investments). In the event that, at a later date, I acquire actual knowledge of such an interest or that my employer becomes involved in proposing for a solicitation resulting from the work under this Task Order, as either an offeror, an advisor to an offeror, or as a subcontractor to an offeror, I will promptly notify my employer. I understand this may disqualify me from any further involvement with this Task Order as agreed upon between SPAWAR and my company.

Among the possible consequences, I understand that violation of any of the above conditions/ requirements may result in my immediate disqualification or termination from working on this Task Order/Contract pending legal and contractual review. I also agree to abide by all obligations contained in this Non-Disclosure Agreement for 1 year from the end date of the period of performance of the Task Order/Contract, except for source selection information, which will extend the obligation for one year after contract award.

_____	_____
Signature and Date	Company
_____	_____
Printed Name	Phone Number

Attachment 12

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions. (JUN 1995)

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

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

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

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

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

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

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

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

Technical Data Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(NONE)			

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

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

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

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

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

Date	14 January 2004
Printed Name and Title	Debra D. West, Director of Contracts
Signature	DWest

(End of identification and assertion)

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

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

FINANCIAL ACCOUNTING DATA SHEET - NAVY

1. CONTRACT NUMBER (Critical)	2. SPIN (Critical)	3. MOD (Critical)	4. PR NUMBER	PAGE 1 OF 1
N0003904D0004			000	

5. CLIN/SLIN	6. LINE OF ACCOUNTING A. ACRN (Crit)	B. APPN (Critical)	C. SUBHEAD (Crit)	D. OBJ CLA	E. PARM	F. RFM	G. SA	H. AAA (Crit)	I. TT	J. PAA	K. COST CODE PROJ UNIT	MCC	&SUF	7. AMOUNT (Critical)	NAVY INTERNAL USE ONLY REF DOC/ACRN	TAC CODE
	AA	1741804	5T6M	252	EA	E11		068342	2D	04A6M0	92000	000	000	$2,500.00	N0003904RAF5T6M	N861

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PREPARED/AUTHORIZED BY:
DATE: JUL 22 2004

COMPTROLLER APPROVAL:
Yvonne Carlson, Accounting Officer
DATE: JUL 22 2004