UNITED STATES MARINE CORPS
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VIRGINIA 22134-5010

IN REPLY REFER TO:
5720
MCSC2013F040099
15 May 13

David, Brody & Dondershine, LLP
Mr. Thomas David
12355 Sunrise Valley Drive
Reston VA 20191

SUBJECT: FOIA MCSC2013F040099

Dear Mr. David:

This responds to your Freedom of Information Act (FOIA) request of November 6, 20123, which requests a copy of contract M67854-13-C-6018.

Please find enclosed a copy of the previously released documents.

Pursuant to Executive Order 12,600 request, the submitter provided the Marine Corps Systems Command with proposed redactions pursuant to 5 U.S.C. § 552 (b)(3) and 5 U.S.C. § 552 (b)(4).

The submitter asserts that attachments 3 and 4 are exempt from disclosure in their entirety pursuant to FOIA Exemptions 5 U.S.C. § 552(b)(3)and 5 U.S.C. § 552(b)(4). Specifically, 5 U.S.C. § 552(b)(3) precludes disclosure of a submitter's information if disclosure is prohibited by another statute. It is important to note that the Competition In Contracting Act of 1984 (CICA) and 10 U.S.C. § 2305(g), preclude the release of proposals. In fact, CICA provides that "a proposal in the possession or control of [a military department] may not be made available to any person under section 552 of title 5." Id.

Additionally, the Trade Secrets Act, 18 U.S.C.A. § 1905 (West Supp. 1999) ("TSA"), also precludes release of the requested proposals. Under this statute, officers and employees of the United States or any U.S. agency or department, are prohibited from divulging or disclosing information that relates to trade secrets, operations, style of work, confidential data, amount or source of income, profits, or expenditures.

FOIA Exemption 5 U.S.C. § 552(b)(4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future.

See Critical Mass Energy Project v. NRC, 975 F2d 871, 879-80 (D.C. Cir. 1992), cert. denied, 113 S.Ct. 1579 (1993); National Parks & Conservation Ass'n v. Morton, 498 F2d 765, 766 (D.C. Cir. 1974); Canadian Commercial Corp. v. Dept. of Air Force, 514 F.3d 37 (D.C. Cir., 2008).

In an effort to minimize further delay we request that you review the redactions and identify any withheld information that you wish to receive. MARCORSYSCOM will then determine whether the release of any requested information is proper under the FOIA and provide any additional releasable information in a "final release" letter. If we do not receive any notification from you, which specifically requests the release of any redacted information by May 30, 2013, this letter will become the final response and we will close this FOIA request.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at: Department of the Navy, Office of the General Counsel, ATTN: FOIA Appeals Office, 1000 Navy Pentagon Room 4E635, Washington DC 20350-1000.

For consideration, the appeal must be received in that office within 60 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Fees associated with processing your request are minimal and waived.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,

Bobbie Cave

for LISA L. BAKER
Counsel

SOLICITATION, OFFER AND AWARD

1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-A6	PAGE 1 OF PAGES 47		
2 CONTRACT NO M67854-13-C-6018	3 SOLICITATION NO M67854-12-R-6017	4 TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5 DATE ISSUED 17 Nov 2011	6 REQUISITION/PURCHASE NO M9545012RCR2AC6

7 ISSUED BY CODE M67854
MAR NE CORPS SYSTEMS COMMAND-CT026
ATTN E LEEN LOBA@USMC M L
2200 LESTER STREET
QUANTICO VA 22134
TEL: 703-432-0950
FAX:

8 ADDRESS OFFER TO (If other than Item 7) CODE
See Item 7
TEL:
FAX:

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 10:00 AM (Hour) local time 24 Jan 2012 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10 FOR INFORMATION CALL:	A NAME	B TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	26 - 46
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 7			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	8 - 18	X	J	LIST OF ATTACHMENTS	47
X	D	PACKAGING AND MARKING	19			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	20		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	21				
X	G	CONTRACT ADMINISTRATION DATA	22 - 25		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8): Net 30 Days

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR
CODE 1SDY4 FACILITY
RAYTHEON COMPANY
1601 N PLANO RD
RICHARDSON TX 75081-1913

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code)
972-344-8085

15C CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE [ ]

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19 ACCEPTED AS TO ITEMS NUMBERED	20 AMOUNT $3,279,149.00	21 ACCOUNTING AND APPROPRIATION See Schedule

22 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U S C 2304(c)( ) [ ] 41 U S C 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24 ADMINISTERED BY (If other than Item 7) CODE S4402A
DCMA DALLAS
600 NORTH PEARL STREET, STE 1630
DALLAS TX 75201-2843
SCD: C

25 PAYMENT WILL BE MADE BY CODE HQ0339
DFAS - COLUMBUS CENTER
DFAS - CO/WEST ENTITLEMENT OPERATIONS
P.O. BOX 182381
COLUMBUS OH 43218-2381

26. NAME OF CONTRACTING OFFICER (Type or print)
EILEEN Y LOBA
TEL: 703-432-3681 EMAIL: Eileen.loba@usmc.mil

27 UNITED STATES OF AMERICA
Eileen Loba
(Signature of Contracting Officer)

28 AWARD DATE 23-Oct-2012

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100			Dollars, U.S.		(b) (4)
	PRELIMINARY DESIGN REVIEW (PDR) CPFF This CLIN is for a Preliminary Design Review in accordance with the Statement of Work, and successful completion of PDR. FOB: Destination				
				ESTIMATED COST	(b) (4)
			(b) (4)		(b) (4)
				TOTAL EST COST + FEE	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010001			Dollars, U.S.		(b) (4)
	Preliminary Design Review (PDR) CPFF This subCLIN provides funding for CLIN 0100. Contractor shall not submit vouchers against this subCLIN. Vouchers shall be submitted against the CLIN for which this funding is provided (0100) FOB: Destination MILSTRIP: M9545012RCR2AC6 PURCHASE REQUEST NUMBER: M9545012RCR2AC6				
				ESTIMATED COST	(b) (4)
			(b) (4)		(b) (4)
				TOTAL EST COST + FEE	(b) (4)
	ACRN AA CIN: M9545012RCR2AC60100AA				(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101					(b) (4)
	PDR CDRLS - NSP				
	PDR CDRLs are to be completed in accordance to the statement of work, and DD1423 CDRLs are Not Seperately Priced. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200			Dollars, U.S.		(b) (4)
	CRITICAL DESIGN REVIEW (CDR)				
	CPFF				
	This CLIN is for Critical Design Review in accordance with the Statement of Work, and successful completion of CDR.				
	FOB: Destination				
				ESTIMATED COST	(b) (4)
			(b) (4)		(b) (4)
				TOTAL EST COST + FEE	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020001			Dollars, U.S.		(b) (4)

Critical Design Review (CDR)

CPFF

This subCLIN provides funding for CLIN 0200. Contractor shall not submit vouchers against this subCLIN. Vouchers shall be submitted against the CLIN for which this funding is provided (0200)

FOB: Destination

MILSTRIP: M9545012RCR2AC6

PURCHASE REQUEST NUMBER: M9545012RCR2AC6

ESTIMATED COST (b) (4)

(b) (4) (b) (4)

TOTAL EST COST + FEE (b) (4)

ACRN AA (b) (4)

CIN: M9545012RCR2AC60200AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201					(b) (4)

CDR CDRLS - NSP

CDR CDRLs are to be completed in accordance to the statement of work, and DD1423 CDRLs are Not Seperately Priced.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300			Dollars, U.S.		(b) (4)

CLRF-IC Two Production Represantative

CPFF

CLRF-IC Two Production Representatives units shall be build, tested and delivered in accordance with teh Statement of Work, and the Performance Specifications.

FOB: Destination

ESTIMATED COST	(b) (4)
FIXED FEE	(b) (4)
TOTAL EST COST + FEE	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030001			Dollars, U.S.		(b) (4)

CLRF-IC Two Production Representatives

CPFF

This subCLIN provides funding for CLIN 0300. Contractor shall not submit vouchers against this subCLIN. Vouchers shall be submitted against the CLIN for which this funding is provided (0300)

FOB: Destination

MILSTRIP: M9545012RCR2AC6

PURCHASE REQUEST NUMBER: M9545012RCR2AC6

ESTIMATED COST	(b) (4)
(b) (4)	(b) (4)
TOTAL EST COST + FEE	(b) (4)

ACRN AA
CIN: M9545012RCR2AC60300AA

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0400			Dollars, U.S.		(b) (4)

FIELD USER EVALUATION (FUE) SUPPORT

CPFF

Field User Support is to be completed in accordance with the Statement of Work.

FOB: Destination

ESTIMATED COST	(b) (4)
(b) (4)	(b) (4)
TOTAL EST COST + FEE	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
040001			Dollars, U.S.		(b) (4)

Field User Evaluation (FUE) Support

CPFF

This subCLIN provides funding for CLIN 0400. Contractor shall not submit vouchers against this subCLIN. Vouchers shall be submitted against the CLIN for which this funding is provided (0400)

FOB: Destination

MILSTRIP: M9545012RCR2AC6

PURCHASE REQUEST NUMBER: M9545012RCR2AC6

ESTIMATED COST	(b) (4)
(b) (4)	(b) (4)
TOTAL EST COST + FEE	(b) (4)
ACRN AA	(b) (4)

CIN: M9545012RCR2AC60400AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401					(b) (4) [redacted]
	FUE SUPPORT CDRLS - NSP				
	FUE Support CDRLs are to be completed in accordance to the statement of work, and DD1423 CDRLs are Not Seperately Priced. FOB: Destination				
				NET AMT	

Section C - Descriptions and Specifications

CLRF - IC

STATEMENT OF WORK

COMMON LASER RANGE FINDER
INTEGRATED CAPABILITY LIGHT (CLRF IC LIGHT),
PHASE ONE RESEARCH & DEVELOPMENT (R&D)

1. SCOPE

This Statement of Work (SOW) specifies the tasks the Contractor shall perform under this contract in support of the United States Marine Corps' development of the Common Laser Rangefinder Integrated Capability Light (CLRF IC Light) System. The Contractor is responsible for providing all material, services, and necessary support documentation needed to complete the tasks identified in this SOW.

2. APPLICABLE DOCUMENTS

The following documents will be a part of this SOW as specified. The most recent revision of the referenced document will be used unless otherwise specified. In the event of conflict between the applicable documents and this SOW, this document shall take precedence. This document will not supersede applicable laws and regulations unless a specific exemption has been granted.

2.1 Specifications, Standards and Handbooks

The following specifications, standards, and handbooks of the exact revision listed below form a part of this document to the extent specified herein.

DEPARTMENT OF DEFENSE STANDARDS
MIL-STD-882D Standard Practice for System Safety
DEPARTMENT OF DEFENSE HANDBOOKS
MIL-HDBK-61A Configuration Management Guidance

(Copies of these documents are available online at http://dodssp.daps.dla.mil, or from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.)

2.2 Other Government Documents, Drawings, and Publications

The following other Government documents, drawings, and publications of the exact revision level shown form a part of this document to the extent specified herein.

CODE OF FEDERAL REGULATIONS

Title 29, Part 1910, Standard 1910.1200	Occupational Safety and Health Standards, Toxic and Hazardous Substances, Hazard Communication

DEPARTMENT OF THE NAVY

NAVSEA S9310-AQ-SAF-010	Technical Manual for Batteries, Navy Lithium Safety Program Responsibilities and Procedures (15 July 2010 Edition)

(Copies of this manual are available by written request from Marine Corps Systems Command, Procurement Contracting Officer.)

MARINE CORPS SYSTEMS COMMAND (MARCORSYSCOM)

PRF- PMM141/ CLRF IC L	Performance Specification For The Common Laser Range Finder Integrated Capability Light (CLRF IC Light)

(Copies of this Performance Specification are available by written request from Marine Corps Systems Command, Procurement Contracting Officer.)

NAVSTAR GLOBAL POSITIONING SYSTEM JOINT PROGRAM OFFICE (GPS JPO)

IS-GPS-153 REVISION D	GPS User Equipment Interface Specification for the GPS Standard Serial Interface Protocol (GSSIP) of DoD Standard GPS UE Radio Receivers, 23 July 2007 (Target Sight Message ID 5029, pages B-86 and B-87)
GPU-03-105	Security Approval Requirements for Selective Availability Anti-Spoofing Module (SAASM) Host Application Equipment (HAE), 31 January 2004
GPSW/GPUG Memo, 7 Oct 2010	GPSW/GPUG Coordination on Authorization Requests to Sell and Transfer the Miniaturized Airborne GPS Receiver-2000 (MAGR-2000), Defense Advanced GPS Receiver (DAGR) and/or Miniature PLGR Engine – SAASM (MPE-S), 7 Oct 2010

(Copies of these documents are available by written request from Marine Corps Systems Command, Procurement Contracting Officer, to those private individuals or enterprises eligible to obtain export-controlled technical data in accordance with DoD 5230.25.)

2.3 Non-Government Documents, Drawings, and Publications

The following non-Government documents, drawings, and publications of the exact revision level shown form a part of this document to the extent specified herein.

NAS 411	Hazardous Materials Management Program

(Copies of NAS 411 are available from www.aia-aerospace.org or Aerospace Industries Association of America, 1250 Eye Street, NW, Suite 1200, Washington, DC 20005-3924.)

ANSI Z400.1	Hazardous Workplace Chemicals - Hazard Evaluation and Safety Data Sheet and Precautionary Labeling Preparation

(Copies of this document can be purchased online at www.webstore.ansi.org.)

3. GENERAL REQUIREMENTS

The major required activities are listed below:

a. The Contractor shall conduct a CLRF IC Light Preliminary Design Review (PDR), during which the Contractor shall present the preliminary design.

b. The Contractor shall conduct a CLRF IC Light Critical Design Review (CDR).

c. The Contractor shall design and build the CLRF IC Light to meet the Performance Specification for the CLRF IC Light, PRF-PMM141/CLRF IC L. The production representative system will be used for the capability demonstration.

d. The Contractor shall provide engineering and technical support to the Government during the Government CLRF IC Light demonstration.

3.1 Meetings, Formal Reviews, and Conferences

3.1.1 Access to Facilities

The Contractor shall provide the Government access to the Contractor's facilities, as required, throughout the contract period of performance. Any request for a Contractor to visit a Government site must be requested at least 30 days before the expected date of visit.

3.1.2 Contractor Responsibilities

The Contractor shall plan, host, attend, coordinate, support and conduct the meetings, formal reviews and conferences (hereinafter called "reviews"). The reviews shall be conducted at Government and Contractor facilities. Reviews requiring demonstration and/or examination of equipment shall be conducted at the Contractor's facility. All such reviews shall be included in the program schedule and may be held concurrently with the Government's approval. The Contractor shall prepare agendas and conference presentation materials, and provide minutes and reports following each review. The Government reserves the right to cancel any review or to require any review to be scheduled at critical points during the period of performance. Action item documentation, assignment of responsibility for completion and due dates shall be determined prior to adjournment of all reviews. A summary of all action items, responsible parties, and estimated completion dates shall be included with the minutes.
Deliverables under this requirement:

- CDRL A001 Conference Agenda
- CDRL A002 Conference Minutes
- CDRL A003 Presentation Materials

3.1.3 Post-Award Conference

The Contractor shall host a Post Award Conference (PAC) at the Contractor's facility within 15 days after Contract Award. During the PAC, the parties will also review the contract and all stated requirements and testing procedures, clarify any pertinent questions, and ensure the parties have a complete understanding of the technical requirements and their individual responsibilities. The Contractor shall present management, key personnel and program implementation processes. The Contractor shall prepare presentation materials providing an overview of all agenda items.

3.1.4 Preliminary Design Review

A Preliminary Design Review (PDR) shall be held in accordance with the contract schedule to determine whether the CLRF IC Light system is ready for transition to the engineering and manufacturing development phase of the program and if the Contractor has accomplished adequate design planning. The PDR shall address each equipment, hardware and software configuration item and related peculiar support equipment for compliance with the Performance Specification. The Contractor shall show and/or demonstrate that evaluations of materials, lead times, tooling, fabrication techniques, assembly methods, test equipment, skills, processes and inspection techniques have been accomplished for each equipment, hardware and software configuration item and related support equipment (specifically, the non-magnetic azimuth technology, GPS receiver, optics, and laser range finder, at a minimum); show and/or demonstrate that producibility objectives have been achieved; and shall identify all single source, sole source and diminishing source(s). The Contractor shall also provide a diagram of the system menu/display. This review will evaluate the progress, technical adequacy and risk resolution (on a technical, cost and schedule basis) of the design and will assess the technical risk associated with the selected manufacturing (assembly) methods (processes). During this review the Contractor shall present their plan to meet the contract schedule...
Deliverables under this requirement:

- CDRL A004 Technical Report-Study/Services (Post-PDR Report)
- CDRL A005 Developmental Design Drawings/Models and Associated Lists
- CDRL A006 Design Review Information Package (PDR)

3.1.5 Critical Design Review

The Contractor shall participate in a CDR in accordance with the contract schedule. The Contractor shall present a final design that incorporates all changes to the design presented at the PDR. The Contractor shall provide a detailed review of the hardware and software design for the CLRF IC Light and all data items required by the contract. The Contractor shall provide traceability which demonstrates that the design furnished at CDR implements the performance requirements of the CLRF IC Light, and shall present the methods used to verify and validate the design.
Deliverables under this requirement:

- CDRL A007 Technical Report-Study/Services (Post-CDR Report)
- CDRL A008 Product Drawings/Models and Associated Lists

- CDRL A009 Design Review Information Package (CDR)

3.2 Test/Verification

3.2.1 Demonstrations

In support of PDR, the Contractor shall test the key subcomponents of the system. Key subcomponents shall at a minimum include the non-magnetic azimuth technology, GPS receiver, optics, and laser range finder. In support of CDR, the Contractor shall conduct system-level brass-board testing. The tests shall focus on the verification of the Performance Specification requirements. The Government reserves the right to witness any portion of the testing.
Deliverables under this requirement:

- CDRL A00A Test Procedure (Demonstration)
- CDRL A00B Test/Inspection Report (Demonstration)

3.2.2 Test Readiness Review

A Test Readiness Review (TRR) will be held at the Contractor's facility prior to the Production Representative Test. During the TRR, the test plans and schedules will be reviewed. TRR entry criteria include: availability of all test plans for review; identification and coordination of all testing personnel, facilities, articles, and instrumentation; and definition and acceptance of all test participants' roles and responsibilities. TRR exit criteria include: completion and approval of all test plans; identification and coordination of all required test resources; identification of all test program risks and approval of applicable mitigation plans or acceptance of risks; determination that the test program is executable within cost, schedule, and performance risks; and identification, understanding, and acceptance of all known anomalies and a high degree of confidence that these anomalies will not affect the ability to pass all tests successfully.

3.2.3 Production Representative System Test

The contractor shall test and deliver two CLRF IC Light Production Representative Systems that meets the specifications and criteria of the Performance Specification for the CLRF IC Light, PRF-PMM141/CLRF IC L. Production Representative Systems shall be systems that accurately represent the production configuration for both hardware and software, such as a mature Engineering Development Model (EDM), but not produced on a final production line, e.g., hand tooled, although some components may be from production tooling. While highly desirable, the item does not have to be manufactured on a formal production line to be considered production representative. The final build shall reflect the Contractor's CDR baseline. The Contractor shall conduct testing on the production representative systems. The Contractor shall develop for Government approval test procedures to demonstrate the adequacy and suitability of the Contractor's system in achieving all of the requirements in the Performance Specification for the CLRF IC Light, PRF-PMM141/CLRF IC L with the exception of the fungus requirement which shall be verified by analysis for the R&D contract. The results of the test shall demonstrate that the system does not negatively impact established requirements. The Government reserves the right to witness any portion of the testing.
Deliverables under this requirement:

- CDRL A00C Test Procedure (Production Representative System Test)
- CDRL A00D Test/Inspection Report (Production Representative System Test)

3.2.4 Field User Evaluation

A Field User Evaluation (FUE) will be conducted on the production representative systems. It is anticipated that the FUE will be held at Fort A.P. Hill, VA. The Contractor shall provide a team of no more than three (3) people to provide technical support to the evaluation. The team shall have the capability to operate and troubleshoot the system.

3.3 Program Management and Data Support

3.3.1 Program Management

The Contractor shall establish and maintain program management practices throughout the period of performance. Program management practices shall provide visibility into the Contractor's organization and techniques used in managing the program, including subcontractors and data management. Documentation shall be readily available to Government representative(s) during planned visits. The Contractor shall submit monthly progress reports.
Deliverable under this requirement:

- CDRL A00E Contractor's Progress, Status, and Management Report

3.3.2 Data Management

The Contractor shall establish a single, centralized system for management of all data required under this contract. The Contractor, in developing information that will be furnished to the Government, shall make the maximum use of existing data and provide maximum multiple use of technical information. Specific data management functions shall include schedule control for deliverables, maintenance of deliverables, and approval of deliverable format, distribution, and delivery of data products. The system shall include facilities for storage of all data developed or utilized for this contract, and shall provide equal access to data by the Government. The Contractor shall ensure all data is centrally available for Government review to ensure continuity of the system fabrication and supporting documentation. The Government reserves the right to review all data associated with and developed for the CLRF IC Light system.

3.4 Systems Engineering

The Contractor shall establish and maintain an effective systems engineering program throughout the contract period of performance. The systems engineering program shall be documented in a System Engineering Management Plan to be provided to the Government.
Deliverable under this requirement:

- CDRL A00F Systems Engineering Management Plan

3.4.1 Open Systems Design

The contractor shall use, to the maximum extent possible, an open systems approach as the preferred design strategy to: (1) choose commercially supported specifications and standards for selected system interfaces (external, internal, functional and physical), products, practices and tools; and (2) build open system architectures as the primary foundation in developing the proposed system and its elements. Open systems is a system design philosophy that uses widely-accepted, industry-approved interface standards that will allow technological upgrades in system components to be more easily inserted in the future. The contractor shall identify the means for ensuring conformance to open systems standards and profiles throughout the development process and provide evidence that the process being used to manage the open systems approach supports open system benefits such as portability, interoperability, technology insertion, vendor independence, reusability, scalability and commercial product based maintainability.
3.4.2 Reliability/Maintainability

The Contractor shall execute a Reliability Program to ensure the CLRF IC Light meets the reliability requirements as stated in the Performance Specification. The CLRF IC Light design shall be monitored throughout the period of performance to identify and assess any changes which would impact reliability. The program shall encompass all aspects of reliability with respect to the selection of components, predictions and testing. The Contractor shall develop and maintain a reliability database/model, and shall inform the Government of any part or component which could be a problem from a reliability perspective. The Contractor is encouraged to apply MIL-HDBK-470 as guidance. The Reliability Program shall include, at a minimum, the following:
3.4.2.1 Failure Modes, Effects and Criticality Analysis
The Contractor shall prepare a Failure Modes, Effects and Criticality Analysis (FMECA) to identify all system failure modes. Failure modes resolved by inherent Built-in Test (BIT) capabilities shall be identified in the analysis. For all failure modes not resolved by BIT, this analysis shall identify the Single Point of Failure. The failure effects to the system shall be identified in addition to the criticality level of each failure (inoperable or degraded). In the

event of a degraded effect, the Contractor shall identify the operational/inoperable functional capabilities. Failure indications/symptoms to the operator/maintainer shall be detailed within the report.
Deliverable under this requirement:

- CDRL A00G Failure Mode Effects, and Criticality Analysis Report

3.4.2.2 Parts Screening
The Contractor shall establish procedures and controls to ensure products obtained from suppliers, vendors and subcontractors do not degrade the ability of the CLRF IC to achieve the requirements identified in the Performance Specification.
3.4.2.3 Reliability Predictions
The Contractor shall provide reliability predictions based on their design baseline. Reliability data shall be predicted and/or adjusted based on the CLRF IC Light lifecycle Environmental Profile (LCEP) and shall account for end-user environmental conditions, including the affects of sun load conditions. System environmental parameters presented in the Performance Specification shall apply. De-rating criteria applied to calculations shall be detailed within the reliability report. Where relevant actual/historical reliability data exists, this data shall take precedence over predicted data and be adjusted appropriately to account for differences between the environments for the historical data and the specified CLRF IC Light environment. The reliability predictions shall be decomposed down to the lowest appropriate design indenture level and updated as needed to reflect design or mission profile changes. In the event that the system architecture provides redundant functional/physical capabilities, the reliability report shall explain how this redundancy was taken into account in the reliability predictions and on mission reliability.
Deliverable under this requirement:

- CDRL A00H Reliability Prediction and Documentation of Supporting Data

3.4.3 Quality Program

The Contractor's quality management system shall ensure product conformation to contractual requirements. The Contractor shall have implemented, documented, and have previously demonstrated the ability to maintain the quality management system to be used on the contract. The Contractor shall make available all quality management documentation for the Government to review upon request.

3.4.4 Radio Frequency Spectrum Compatibility

The Contractor shall submit the data required to complete DD Form 1494 for obtaining an approved frequency for the CLRF IC Light, if applicable.
Deliverables under this requirement:

- CDRL A00J Spectrum Certification Spectral Characteristics Data

3.5 Configuration Management (CM) Process

The Contractor shall maintain a CM process for the control of all hardware and software configuration documentation, media and parts representing or comprising the CLRF IC Light. MIL-HDBK-61A may be used as guidance. The Contractor's CM process shall consist of configuration identification, configuration control, Configuration Status Accounting (CSA) and configuration audits. The Contractor shall notify the Government of any changes at the Contractor's facility which affect the Contractor's established CM process.

3.5.1 Configuration Status Accounting

The Contractor shall establish and maintain a CSA database which represents the configuration of the CLRF IC Light. All baselines and changes shall be documented in the Contractor’s CSA database. The Contractor's CSA database shall permit acceptance of commercial product information; however, if requirements to report data outside of the Contractor's CSA database or format exist, the information may be delivered as a supplement to prevent disruption to their existing system. The Contractor's CSA database shall reconcile any differences between the supplier information and Contractor practices to provide the Government with clear accountability of product information. Additionally, the CSA database shall provide a reliable source of configuration information to support

CLRF IC Light activities, including program management, systems engineering, logistics support and modification/maintenance actions.
Deliverables under this requirement:

- CDRL A00K: Configuration Status Accounting Information

3.5.2 Baseline Management

The Contractor shall be responsible for maintaining the currency and accuracy of the CLRF IC Light configuration baselines to ensure adequate configuration management of CLRF IC Light form, fit, function and interface data. The Contractor shall establish configuration management processes which identify how the CLRF IC Light configuration baselines will be managed/ maintained. These processes shall be defined in the Contractor's configuration management plan and made available for Government review.

3.5.3 Software Requirements Specification(s)

The Contractor shall provide Software Requirements Specification(s) (SRS(s)). The SRS(s) shall specify the requirements for the Software Configuration Item(s) (SCI) and the verification methods to be used to ensure that each requirement has been met.
Deliverables under this requirement:

- CDRL A00L Software Requirements Specifications

3.5.4 System/Subsystem Specification(s)

The Contractor shall provide System/Subsystem Specification(s) (SSS(s)). The SSS(s) shall specify the requirements for a system or subsystem and the verification methods to be used to ensure that each requirement has been met. The SSS(s) shall be used as the basis for the design of a system or subsystem.
Deliverables under this requirement:

- CDRL A00M System/Subsystem Specification

3.5.5 System/Subsystem Design Description

The Contractor shall provide a System/Subsystem Design Description (SSDD). The SSDD shall describe the system- or subsystem-wide design and the architectural design of a system or design of a system or subsystem.
Deliverables under this requirement:

- CDRL A00N System/Subsystem Design Description

3.5.6 Interface Requirements Specification(s)

The Contractor shall provide Interface Requirements Specification(s) (IRS(s)). The IRS(s) shall specify the requirements imposed on one or more systems, subsystems, Hardware Configuration Items (HWCIs), SCIs, manual operations or other system components to achieve one or more interfaces among these entities.
Deliverables under this requirement:

- CDRL A00P Interface Requirements Specification

3.5.7 Interface Design Description

The Contractor shall provide Interface Design Description(s) (IDD(s)). The IDD(s) shall describe the interface characteristics of one or more systems, subsystems, HWCIs, SCIs, manual operations or other system components.
Deliverables under this requirement:

- CDRL A00Q Interface Design Description

3.5.8 Interface Control Document

The Contractor shall provide an Interface Control Document that includes information on all necessary messages to communicate with the CLRF IC Light.

Deliverables under this requirement:

- CDRL A00R Interface Control Document

3.5.9 Core Software Metrics

The Contractor shall define, develop and implement the following minimum set of core metrics:

a. Schedule for Software Integration
b. Organizational staffing chart for Software Team
c. Quality of Software - defect rate, defect density, actual defects vs. expected defects
d. Size/Stability of Software- monitor the code changes and/or additions for the integration effort

The metrics shall clearly portray variances between planned and actual performance, provide prediction or early detection of situations that require management attention and support the assessment of the impact of proposed changes on the program.

Deliverables under this requirement:

- CDRL A00S Technical Report-Study/Services (Core Software Metrics)

3.6 Producibility

The Contractor shall apply effective producibility principles during the CLRF IC Light design process to ensure that the production units can be efficiently and effectively manufactured using the anticipated production facilities, equipment, materials, manpower and processes. The producibility planning effort shall also address production control, quality control, tooling and inspection. The Contractor shall report on the progress of this effort during the PDR and CDR and make any data created available to the Government upon request. The Contractor shall prepare and deliver a Producibility Analysis Report.
Deliverables under this requirement:

- CDRL A00T Producibility Analysis Report

3.7 Environment, Safety, and Occupational Health

3.7.1 System Safety

The Contractor shall identify and evaluate CLRF IC Light environmental, safety and occupational health hazards; define risk levels; and establish a program that manages the probability and severity of all hazards associated with development, manufacture, use and disposal of the system in accordance with MIL-STD-882D. Residual risks will be evaluated by the Government in accordance with MIL-STD-882D and accepted as appropriate prior to exposing people, equipment or the environment to known system related ESOH risks. The Contractor must identify all explosive safety risks as such in the system safety documentation.

3.7.2 Safety Assessment

The Contractor shall perform and document a Safety Assessment to identify all safety features of the hardware, software and system design and to identify procedural, hardware and software-related hazards that may be present in the CLRF IC Light including specific procedural controls and precautions that should be followed. In addition, the Contractor shall make recommendations applicable to hazards at the interface of the CLRF IC Light as outlined in the CLRF IC Light Performance Specification.

3.7.3 System Safety Assessment Report

The Contractor shall provide a Safety Assessment Report (SAR) that documents the Safety Assessment and clearly identifies any residual risks of the CLRF IC Light. The SAR shall include relevant Material Safety Data Sheets.
Deliverables under this requirement:

- CDRL A00U Safety Assessment Report

3.7.4 System Safety Working Group Support

Once every six months, or as needed, a Government-chaired System Safety Working Group (SSWG) shall meet to review safety issues. The Contractor shall be a participating member of the SSWG. The meetings shall be held at the Contractor's facility. As a minimum, the agenda shall provide for status reporting, analysis of problem areas, evaluation of schedules and proposed changes to the program.

3.7.5 Safety Verification

The Contractor shall define and perform tests, demonstrations, develop models, and otherwise verify the compliance of the system with safety requirements on safety critical hardware, software, and procedures. Where hazards are identified during the development efforts and analysis or inspection cannot determine the adequacy of actions taken to reduce the risk, safety tests shall be specified and conducted to evaluate the overall effectiveness of the actions taken. System Safety Program Plans and test plan and procedure documents shall be revised to include these tests. Where costs for safety testing would be prohibitive, safety characteristics or procedures may be verified by engineering analyses, analogy, laboratory test, functional mockups, or models and simulations, when approved by the Government. Specific safety tests shall be integrated into appropriate system test and demonstration plans, including verification and validation plans, to the maximum extent possible.

3.7.6 Hazardous Materials Management Program

The Contractor shall provide a Hazardous Materials Management Program (HMMP) and a Pollution Prevention (P2) Plan to the Government for review and approval. The HMMP Plan shall define the Contractor's approach to assure that consideration is given throughout all acquisition phases of the system; hazardous materials and processes associated with each contract hardware deliverable item are selectively identified and evaluated based on environmental and health concerns; and hazardous material elimination, minimization or control are considered and detailed in the system design and the manufacturing process.
Deliverables under this requirement:

- CDRL A00V Hazardous Materials Management Program Plan

3.7.7 Hazardous Material Management Program Report

The Contractor shall provide a HMMP and P2 Plan Report to the Government for review and approval. The HMMP and P2 Reports shall identify the status of the Contractor's HMMP and P2 Plans to assure that the plan is followed throughout all acquisition phases of the system; hazardous materials and processes associated with each contract hardware deliverable item are selectively identified and evaluated based on environmental and health concerns; and hazardous material elimination, minimization, or control are considered and detailed in the system design and the manufacturing process.
Deliverables under this requirement:

- CDRL A00W Hazardous Materials Management Program Report

3.7.8 Environmental Considerations

The Contractor shall provide information on the potential for any adverse environmental impacts from the manufacturing, operation, maintenance, and disposal of the CLRF IC Light. This information will be used to assist the Government in making a preliminary National Environmental Policy Act (NEPA) decision and in preparation of formal NEPA documents, which include Categorical Exclusion (CATEX), Environmental Assessment (EA), and Environmental Impact Statement (EIS). Such environmental impacts include air, soil, wetlands, water, flora, fauna, endangered species, emissions, and toxic waste resulting from development, maintenance (coatings and primers), operation, disposal, etc.

Deliverables under this requirement:

- CDRL A00X Technical Report, Study/Services (ESOH)

3.8. Supportability

3.8.1 Operator's Manuals

The Contractor shall provide a draft Operator's Manual in Contractor format. The Operator's Manual, at a minimum, shall include introduction, Preparation for Use and Installation, Principles of Operation, Operator Maintenance and Servicing Instructions (preventive and corrective), Troubleshooting, Parts List, Operational Illustrations, Safety Precautions (Warnings, Cautions, and Notes) and information on the functionality of the CLRF IC, its components/accessories, system operation from turn-on to system shut down including adjustments, and operator checks and services.
Deliverables under this requirement:

- CDRL A00Y Commercial Off-The-Shelf Manuals and Associated Supplemental Data

3.8.2 Maintenance Support Plan

The Contractor shall provide a Maintenance Support summary which shall identify the maintenance tasks for the CLRF IC. The Maintenance Support summary shall identify the criteria for repair, manpower skills, and facility requirements for the CLRF IC.
Deliverables under this requirement:

- CDRL A010 Maintenance Support Plan

3.9 Lasers

The Contractor shall ensure proper design, use, and disposal of all equipment and systems capable of producing laser radiation including laser fiber optics. The Contractor shall verify that proper labeling is in place as required for the laser classification. The Contractor shall be responsible for providing safety support to the Government for all laser safety related requirements.

3.10 Security Requirements

All CLRF IC Light systems will require SAASM GPS. The Contractor facilities and personnel shall have the appropriate clearances and approval to store and use GPS data and equipment required to operate the system. The Contractor shall provide evidence that their Host Application Equipment has been approved per GPU-03-105.

3.11 Government Furnished Property.

3.11.1 Government Furnished Equipment (GFE).

If any GFE is provided to the contractor, the contractor shall provide for accountability, security, and storage for the GFE provided. Per GPSW/GPUG memo regarding direct sales of GB GRAM dtd 7 Oct 2010, if GB GRAM is used, it must be provided by the Government as GFE. Update of any Government provided GB GRAM to the latest software baseline shall be the responsibility of the Contractor. The following model GB GRAM will be available 2 weeks after request:
Name: Miniature PLGR Engine-SAASM (MPE-S)
Part Number: 987-1856-023 Rev G (contains the SAASM 3.2)
Description: The MPE-S is the US Army Standard Embedded GPS Receiver for the Ground-Based GPS Receiver Application Module (GB-GRAM) program. The MPE-S is based on the Rockwell Collins Selective Availability/Anti-Spoofing Module (SAASM). SAASM encapsulates all classified data and signal processing into one tamper-proof module. SAASM provides jamming and spoofing protection for US and allied forces operating in hostile environments.
Manufacturer: Rockwell Collins (Cage Code 13499)

NSN: 5825-01-529-2565
Deliverables under this requirement:

- CDRL A011 Receipt of Government Materiel Report

END OF STATEMENT OF WORK

Section D - Packaging and Marking

PACKAGING/MARKING

D-1 CLIN 0100 – PRELIMINARY DESIGN REVIEW (PDR)

Preliminary Design Review will be conducted in accordance with the Statement of Work

D-2 CLIN 0101 – PDR Contract Data Requirements List (CDRLs)

All deliverables under this contract shall be packaged and delivered in accordance with the instructions provided in each individual CDRL.

D-3 CLIN 0200 – CRITICAL DESIGN REVIEW (CDR)

Critical Design Review will be conducted in accordance with the Statement of Work

D-4 CLIN 0201 – CDR CDRLS

All deliverables under this contract shall be packaged and delivered in accordance with the instructions provided in each individual CDRL.

D-5 CLIN 0300 - CLRF-IC TWO PRODUCTION REPRESENTATIVES

All packing shall be in compliance with MIL-STD-129P. Packaging does not need to be final tactical packing however, must meet requirements for transportation to the government.

D-6 CLIN 0400 - FIELD USER EVALUATION (FUE) SUPPORT

FUE Support will be conducted in accordance with the Statement of Work

D-7 CLIN 0401 - FUE SUPPORT CDRLS

All deliverables under this contract shall be packaged and delivered in accordance with the instructions provided in each individual CDRL.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0100	Destination	Government	Destination	Government
010001	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0200	Destination	Government	Destination	Government
020001	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0300	Destination	Government	Destination	Government
030001	Destination	Government	Destination	Government
0400	Destination	Government	Destination	Government
040001	Destination	Government	Destination	Government
0401	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Reimbursement	CostMAY 2001

Section F - Deliveries or Performance

SECTION F SCHEDULE

ITEM	QTY/ UNIT	DESCRIPTION	DESTINATION	DELIVERY DATE/PERIOD OF PERFORMANCE
0100	N/A	COMPLETION OF CLRF-IC PRELIMINARY DESIGN REVIEW (PDR)	Marine Corps Systems Command PM 14-AFSS Attn: Josh Culp Contracting Officer Representative 2200 Lester Street Quantico, VA 22134	**Completed no later than 6 months from contract award**
0101	Per DD Form 1423	PDR CDRLS	Per DD Form 1423	See DD Form 1423
0200	N/A	COMPLETION OF CLRF-IC CRITICAL DESIGN REVIEW (CDR)	Marine Corps Systems Command PM 14-AFSS Attn: Josh Culp Contracting Officer Representative 2200 Lester Street Quantico, VA 22134	**Completed no later than 15 months from contract award**
0201	Per DD Form 1423	CDR CDRLS	Per DD Form 1423	See DD Form 1423
0300	2 Each	CLRF-IC PRODUCTION REPRESENTATIVE UNITS	Marine Corps Systems Command PM 14-AFSS Attn: Josh Culp Contracting Officer Representative 2200 Lester Street Quantico, VA 22134	**Completed no later than 18 months after contract award.**
0400	N/A	CLRF-IC FIELD USER EVALUATION TEST SUPPORT	Fort A.P. Hill, VA	**Completed no later than 19 months from contract award**
0401	Per DD Form 1423	FUE TEST SUPPORT CDRLS	Per DD Form 1423	See DD Form 1423

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

FUNDING TABLE

This table reflects current CLIN/SLIN funding, which is subject to the requirement of FAR 52.232-22 (Limitation of Funding). Funding allocations specific to cost and fee are also provided herin.

(b) (4)

[redacted]

ACCOUNTING AND APPROPRIATION DATA

(b) (4)

[redacted]

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at https://www.acquisition.gov; and

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

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

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

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

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

Cost Voucher

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

The following is applicable only to the final delivery of hardware and data. The inspection and Acceptance location for CLIN deliverables shall be at the location specified in Section F on the cotnract.

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF

Pay Official DoDAAC HQ0339
Issue By DoDAAC M67854
Admin DoDAAC S4402A
Inspect By DoDAAC M67854
DCAA Auditor DoDAAC HAA227

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

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

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

Eileen loba@usmc.mil
Josh.culp@usmc mil

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

John e Corrigan – john.corrigan@usmc.mil

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

(End of clause)

GOVERNMENT POINTS OF CONTACT
Listed Below are the Government points of contact for this effort:

ROLE	NAME	ADDRESS	PHONE	EMAIL
Procuring Contracting Officer	Eileen Loba	MARCORSYSCOM 2200 Lester Street Quantico, VA 22134	(703) 432-3293	Eileen.loba@usmc.mil
Adiministrative Contracting Officer	Linda Luce	DCMA DALLAS 13510 North Central Expressway Dallas, TX 75243	(972) 952-2926	Linda.luce@dcma.mil
Contracting Officer Representative	Josh Culp	MARCORSYSCOM PM-14 Armor Fire Support Systems (AFSS) 2200 Lester Street Quantico, VA	(703)432-3698	Josh.culp@usmc.mil

		22134		
Payment Office	DFAS-Columbus Center C/O West Entitlement Operations	P.O. Box 182381 Columbus, OH 43218	(800)756-4571	N/A

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
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	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.204-99 (Dev)	System for Award Management Registration (Deviation)	AUG 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JUL 2012
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007

52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-99 (Dev)	Providing Accelerated Payment to Small Business Subcontractors (Deviation)	AUG 2012
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
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2012
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7013	Rights in Technical Data--Noncommercial Items	SEP 2011
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2012

252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material Management And Accounting System	MAY 2011
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2012
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30 th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor ategories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4,
Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at
http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the
previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed $0.00 or the overtime premium is paid for work --

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

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

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

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

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with

present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

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

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

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

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-20 LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time

extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases “contract price” and “cost” wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

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):

Federal Acquisition Regulation:

http://farsite hill.af.mil/vffara.htm

Defense Federal Acquisition Regulation:

http://farsite hill.af.mil/VFDFARA.HTM

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (SEP 2011)

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

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

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

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

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

(5) Covered Government support contractor means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

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

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

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

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

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

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

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

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

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

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

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

(13) Government purpose rights means the rights to--

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to--

(1) A covered Government support contractor, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or

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

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

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

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

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

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

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

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

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

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

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

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

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(iv) The Contractor acknowledges that--

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

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

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

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

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

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

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

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

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

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

Technical data to be Furnished With Restrictions \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data

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

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.
Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

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

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

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

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

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

Expiration Date _____

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

(End of legend)

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

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

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

(End of legend)

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

Special License Rights

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for

data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT 1: P-SPEC CLRF-IC
SEE ATTACHED FILE

ATTACHMENT 2: CDRL LIST
SEE ATTACHED FILE

ATTACHMENT 3: DD 254 FORM
SEE ATTACHED FILE

ATTACHMENT 4: COMP SUBCTR PLA
SEE ATTACHED FILE