

ORDER FOR SUPPLIES OR SERVICES (FINAL)

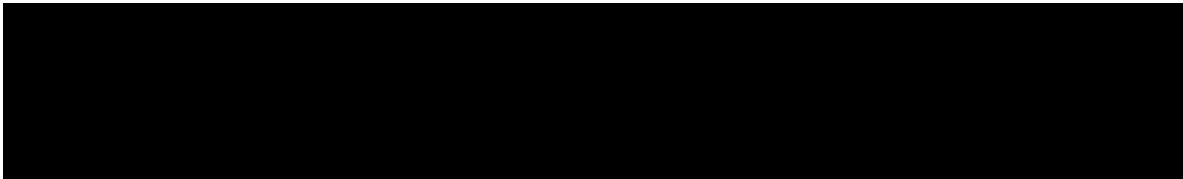
1. CONTRACT NO. N00178-15-D-8491		2. DELIVERY ORDER NO. J101		3. EFFECTIVE DATE 2015 Sep 22		4. PURCH REQUEST NO. 1300526183		5. PRIORITY Unrated	
6. ISSUED BY NSWC, CORONA DIVISION Corona Division 2300 Fifth Street Norco 92878-5000 John L Kurtz/0222 951-393-5297			CODE N64267	7. ADMINISTERED BY DCMA LOS ANGELES 16111 Plummer Street, Building 10, 2nd Floor North Hills CA 91343-2036			CODE S0512A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR VSolvIT, LLC 4171 Market St., Suite 2 Ventura CA 93003-8300			CODE 4L5L8	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS	<input checked="" type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED	
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381			CODE HQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.						
PURCHASE			Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.						
VSolvIT, LLC			Payal Kamdar President & CEO						
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:								
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule								
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA			25. TOTAL		
				BY: /s/Sean E Foley			26. DIFFERENCES		
				09/22/2015			CONTRACTING/ORDERING OFFICER		
27a. QUANTITY IN COLUMN 20 HAS BEEN									
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
				FINAL					
f. TELEPHONE		g. E-MAIL ADDRESS			31. PAYMENT COMPLETE		34. CHECK NUMBER		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.									
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL		35. BILL OF LADING NO.			
				FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)	39. DATE RECEIVED		40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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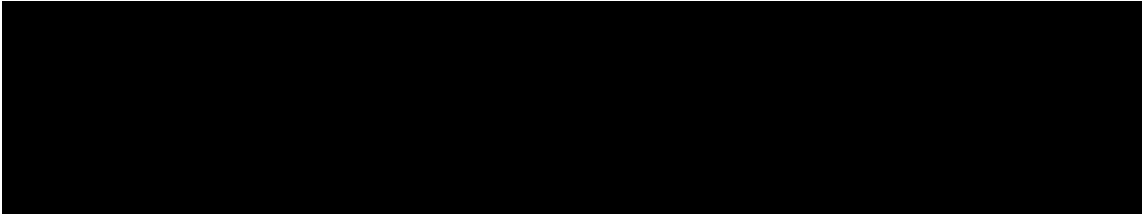
GENERAL INFORMATION

The incumbent contractor is Computer Sciences Corporation and the Seaport-e task order number is N00178-04-D-4030, Task Order L601.

The total amount of funds obligated to the task is hereby increased from \$ [REDACTED] [REDACTED].



The total value of the order is hereby increased from [REDACTED].



The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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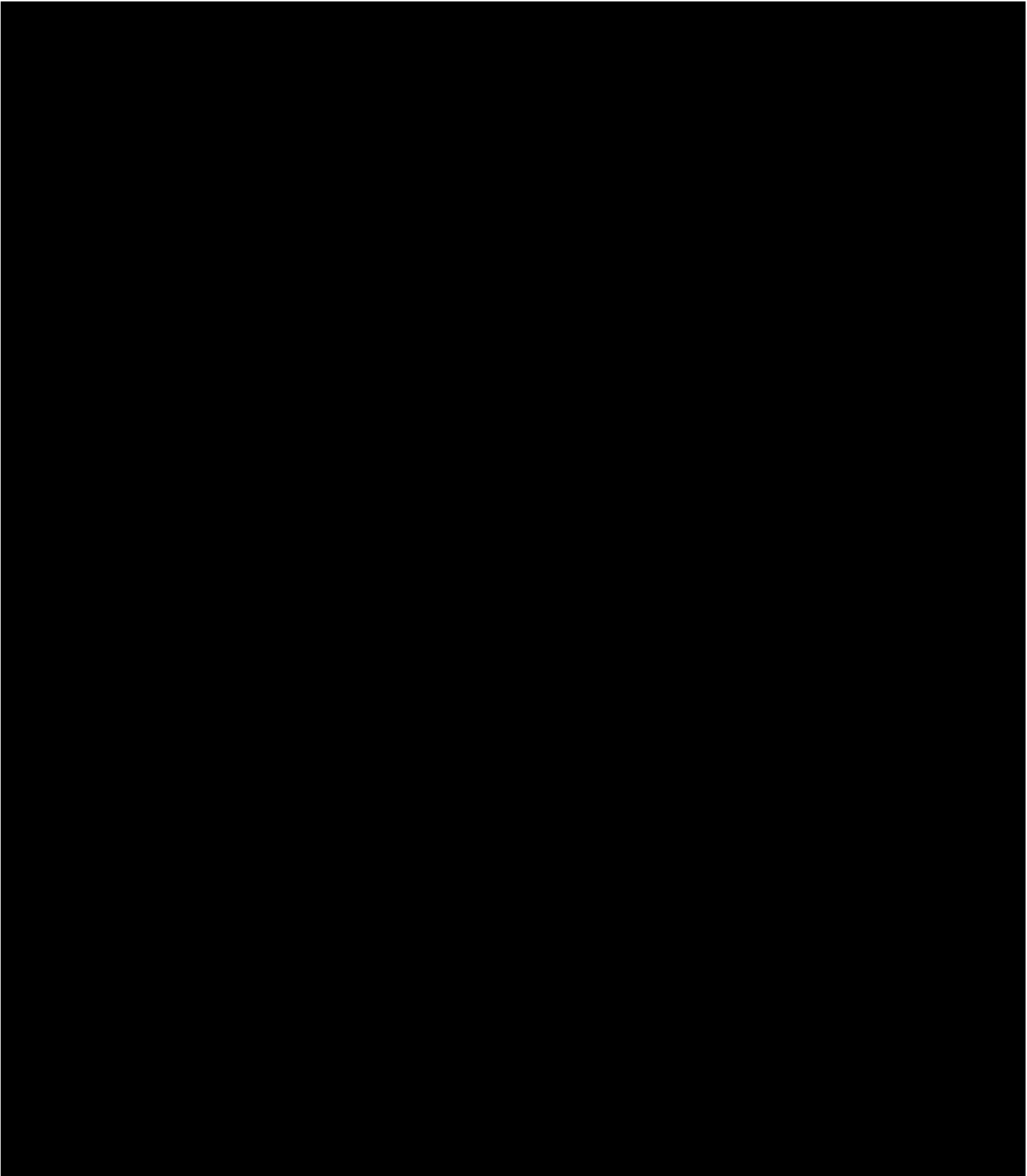
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SECTION B SUPPLIES OR SERVICES AND PRICES

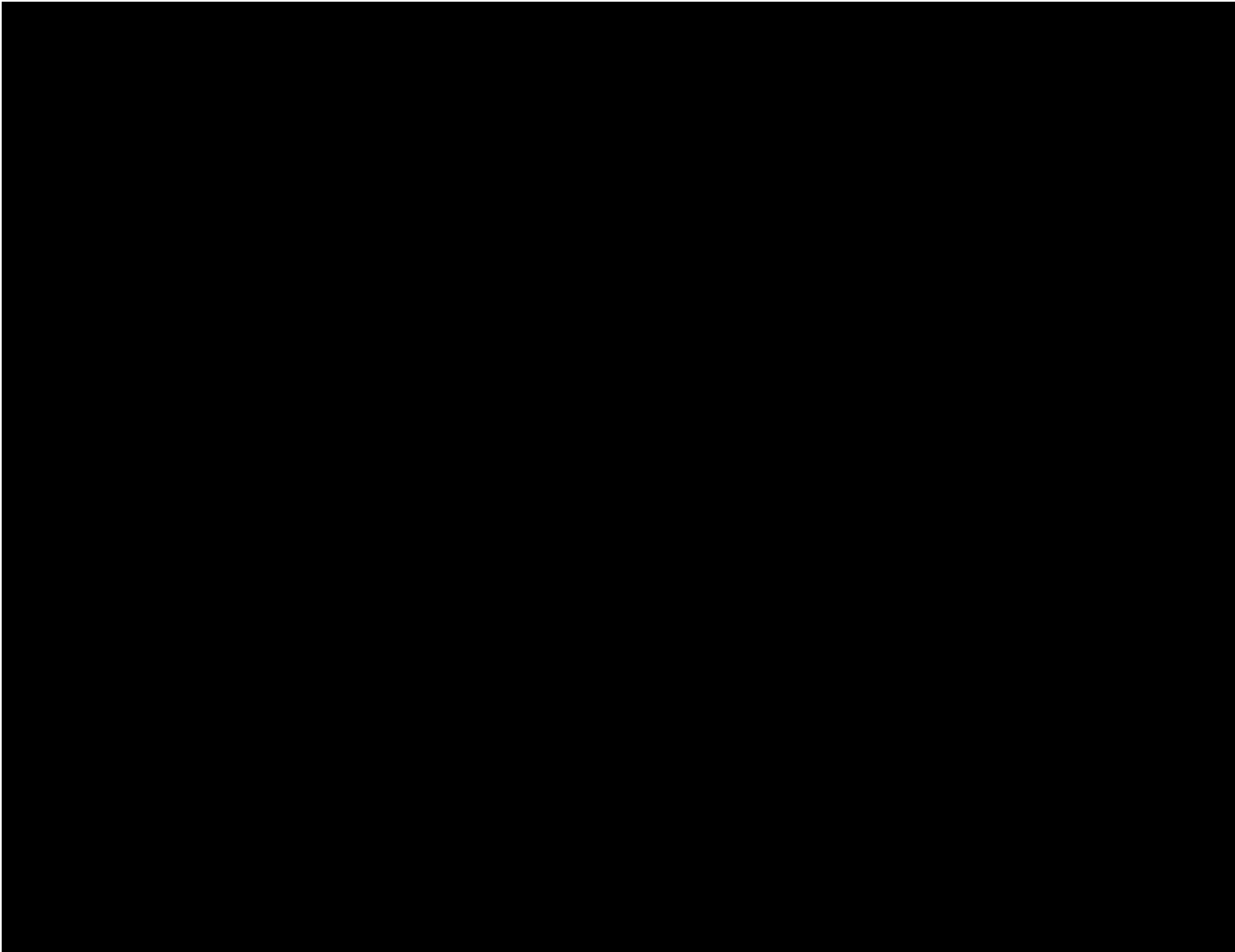
CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
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NOTE A: PROPOSE WHOLE DOLLARS ONLY

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NOTE B: BASE PERIOD ITEMS

The Base Period for CLINs/SLINs (7000, 9000, and 9001) will commence on the date of Task Order award.

NOTE C: OPTION

Option item to which Option clause listed in Section I (FAR 52.217-8 and 52.217-9) applies; and which is to

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be applied only if and to the extent said Option is exercised.

NOTE D: OTHER DIRECT COST

HQ B-2-0009 NOTE (CDRL)

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

(End of Text)

HQ B-2-0011 NOTE (OVERTIME)

Offeror shall quote overtime rates only. An estimated amount for each support item shall be set forth in the resulting contract or upon exercise of option(s), as applicable.

(End of Text)

The Government estimates Total Other Direct Costs for this Task Order to be as specified below. These ODC estimates are unburdened and must be included in Section B of the offer for all CLINs. Other ODC amounts proposed by an Offeror shall be included in said CLINs and the narrative rationale provided by the Offeror. These items are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee, not allowable indirect costs or burden.

	CLIN 9000	CLIN 9100	CLIN 9200	Total
-				
-	Base Year	Option Year 1	Option Year 2	-
ODC	████████	████████	████████	████████
████████	████████	████████	████████	████████

Total				
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The ODC table down below is for the relocation of equipment from the current facility to the new facility which the cost will not to exceed \$ [REDACTED]

	CLIN 9001
	Base Year
ODC-Relocation	[REDACTED]
Total	[REDACTED]

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

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

(End of Text)

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to [REDACTED] percent ([REDACTED]%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract

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entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF

EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised.

(End of Text)

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

The entire contract is Cost Type.

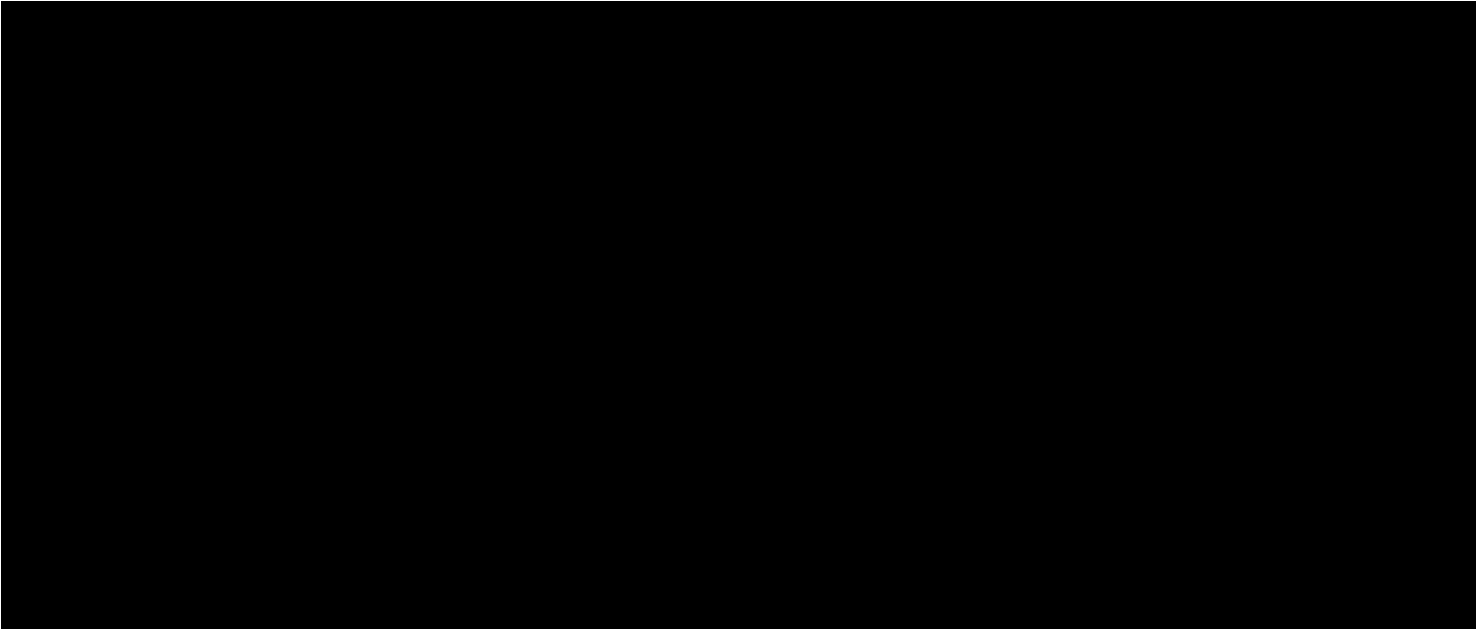
CLINs 7000 thru 7200 are Cost Plus Incentive Fee

CLINs 9000 thru 9200 are Other than Direct Cost (ODC) (Fee is not authorized)

The base period of the Task Order will be Cost Plus Incentive Fee and the Option Periods will be Cost Plus Incentive Fee (if the option periods are exercised)

The first incentive fee calculation will be at the end of the second year of the task order.

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The final target cost, target fee amounts shall be based upon the actual level of effort the contractor provides as explained in the following paragraphs.

- a) The final CPIF target cost for CLIN 7000 (if and to the extent Options are exercised), Option CLINs 7100 and 7200 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target cost column including cost of money in the preceding table.
- b) The final CPIF target fee for CLIN 7000 (if and to the extent Options are exercised), Option CLINs 7100 and 7200 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target cost column including cost of money in the preceding table.
- c) The share ratio for the CPIF portion of the fee structure is 70/30 (70% Government and 30% Contractor) for both under runs and over runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the final target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause FAR 52.216-10) in Section I of this Task Order for information on how the target cost and target fee are determined and how the fee is calculated.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

DESCRIPTION AND SPECIFICATION

1.0 INTRODUCTION

The purpose of this Task Order is to procure Technical, Engineering, and Logistics support services for the Government-Industry Data Exchange Program Operations Center located at NSWC Corona (hereafter referred to as GIDEP Operations Center).

GIDEP is a Department of Defense (DoD) program established to promote and facilitate the sharing of technical information between government agencies and industry partners to increase systems safety, reliability, and readiness and to reduce systems development, production, and ownership costs. GIDEP has been designated by Office of Management and Budget Policy Letter 91-3 as the provider of the federal government's central database for receiving and disseminating information about nonconforming products and materials. Similarly, DoD has designated GIDEP as DoD's Diminishing Manufacturing Sources and Material Shortages (DMSMS) centralized database for sharing DMSMS information among DoD and Industry groups. Recently, in 2012, the Under Secretary of Defense (Acquisition, Technology, and Logistics) declared GIDEP as DoD's central repository for reports of suspected and confirmed counterfeit parts and materials in the DoD supply chain.

2.0 BACKGROUND

The GIDEP Operations Center, operated and maintained by NSWC Corona, serves as the technical center of the GIDEP program. The principle functions of the GIDEP Operation Center include Program Office technical support, Participant training and support, Data management, and Information Systems management. The GIDEP Operations Center supports a community of some 2,500 government and industry organizations represented by more than 8,000 GIDEP members. Additional information regarding the GIDEP Operations Center can be found at "About GIDEP" www.gidep.org.

3.0 SCOPE

This contract is intended to deliver technical, engineering, and logistics services support to the GIDEP Operations Center to include the support of data management, membership management and training, Operations Center management, and information systems management.

4.0 APPLICABLE DIRECTIVES

Federal Standards: The contractor is required to adhere to the most recent standards and guidelines specified in the TO and the basic contract when applicable. In the absence of named standards, Department of the Navy (DON) standards, applicable Federal Information Processing Standards (FIPS), and broadly accepted professional standards shall prevail as related to the associated industries within the task identified in Section 5.0. The following list is illustrative but not exclusive of all standards and guidelines applicable to this TO.

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- 4.1 SECNAV Instruction 5239.20
- 4.2 DISA Application Security and Development Secure Technical Implementation Guidance
- 4.3 DISA .NET Framework Security Checklist
- 4.4 DISA Oracle 11 Database Security Checklist
- 4.5 DISA Web Server STIG
- 4.6 Industrial Security Facilities Database (ISFD), <https://www.dss.mil>
- 4.7 DoD Instruction 5000.64 – Accountability and management of DoD Owned Equipment
- 4.8 Information Assurance (IA) policy (DoD8570)
- 4.9 Risk Management Framework for DoD Information Technology (DoD8510.1)
- 4.10 About GIDEP www.gidep.org

5.0 PERFORMANCE REQUIREMENTS

The contractor shall be expected to perform each of the following subtasks in order to achieve the outcomes desired by the government.

5.1 Data Management Support

5.1.1 Acquire data through online data mining and receipt/processing of data submissions in hard copy and electronic formats of approximately 10,000 new documents per year to include document receipt, control, distribution, and archiving electronically ensuring access, retrieval, and accounting of documents acquired. Data Mining requires the focused search of Internet-accessed web sites based on criteria designed to support specific types of data acquisition such as discontinued products, counterfeit reports, and technical/engineering documents. The criteria might be based upon keywords or technical terms to achieve the most effective results from the web. Time to process documents from receipt to commit to the database ranges from 1 to 5 days (1 day requirement is for safety related documents that are time-sensitive; average number of safety related documents is 5 to 10 per year).

5.1.2 Review data acquired for applicability, assign appropriate document designations, and develop narrative abstracts, researching and adding missing field data obtained from government/commercial tools/information sources and ensuring correctness and completeness.

5.1.3 Input document field data and narrative abstracts into the GIDEP database; maintain data in the database; and generate output reports, indices, and listings of the data contained.

5.2 User Support

5.2.1 Process new membership applications for enrollment into GIDEP for approximately 750 new members per year by reviewing applications, contacting applicants, validating requirements to ensure applicants meet membership criteria.

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5.2.2 Provide data access/user support for a community of approximately 10,000 through the staffing and maintaining of a Help Desk. Receive calls /e-mails, log, track, route, and maintain users' request status. Estimate 4,000 to 5,000 requests per year. Current hours of operation are 0600 to 1700 PST.

5.3 Training Support

5.3.1 Assist with the conduct of the GIDEP Training Clinics (average attendance is 100 to 150 attendees; one to four clinics per year; conducted at varying locations nation-wide) to include: site selection coordination and making the necessary arrangements/reservations for the events; setting up government furnished audio/visual equipment; providing presenters and trainers to handle the conduct of the clinics; and personnel to provide clinic registration support, hands-on database training, and briefings on GIDEP related subject areas such as data access tools and report submissions.

5.3.2 Assist with the providing of local GIDEP Operations Center and GIDEP member site training (average 12 events per year, with an audience of 5 to 50 trainees) to include the development of GIDEP training materials (hard copy, on-line, and computer-based); assisting with briefings on program requirements and use.

5.4 Engineering Support

5.4.1 Provide engineering support from various engineering disciplines to assist with research and data analysis to address issues facing government and industry in areas such as parts management, failure experience, obsolescence management, and suspect counterfeit parts and materials.

5.4.2 Assist with the development of reports to publish research/analysis results and attending conferences/meetings to present findings.(CDRL A004)

5.5 Event Support

5.5.1 Support GIDEP Exhibits at 10 to 15 national conferences per year by setting up/taking down and manning the government furnished Exhibit booth; support shall include the maintenance, shipping, replacement and/or repair of display equipment.

5.5.2 Maintain material used to identify, promote, and publicize GIDEP to include preparing / printing brochures, handouts, newsletters, etc.

5.6 GIDEP Operation Center Management Support

5.6.1 Provide monthly reports of statistical analysis and utilization metrics to monitor GIDEP operations to include database access; data downloads, data utilization, membership gains/losses, etc (CDRL A004).

5.6.2 Provide Operations Center management support to include: developing weekly budget analysis reports (CDRL A002); screening requests for information concerning office matters and routing requests to appropriate personnel; coordinating travel requirements and making necessary arrangements; initiating and coordinating weekly web conference meetings with senior DoD/Industry officials, including pre-meeting contact with attendees, setting up and running web-conferencing software and video/teleconferences Weekly web conference support includes coordination of schedules, soliciting agenda items, drafting and distributing agendas, and preparing meeting minutes for review and approval.

5.7 Information Systems Support

Personnel must be certified (minimum IT-2) in compliance with the Department of the Defense Chief Information Officers (DOD CIO) requirements promulgated for members of Information Assurance/Cyber Security Workforce (Reference 4.9). (CDRLs A003, A009, A010, A011, A012, and A013 pertain to this section)

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5.7.1 Assess data management requirements by studying business processes and desired output of each process and design data flow diagrams and logical data models. Translate logical data model into physical database design using industry best practices and incorporating performance considerations. Document all aspects of the data model according to data management standards and principles. Implement governance processes around metadata to ensure system-wide accuracy and consistency.

5.7.2 Perform research to identify new technology solutions and new hardware and software architectures. Assist with identifying hardware and software requirements and IT solutions. Assess design alternatives and trade-offs, interfaces and interoperability with other software systems and provide recommendations.

5.7.3 Develop and maintain application software in accordance with the Software/System Requirement Specifications (SRS) and the Defense Information Systems Agency (DISA) Application Security Technology Implementation Guide (STIG). Services include problem definition, requirements analysis, software design, coding, testing, documentation, implementation, coordination, technical and user training, and maintenance. Develop and maintain software in accordance with software system engineering process. Support software development in accordance with industry standard software architectures

5.7.4 Develop and deliver software documentation in accordance with industry standards.

Provide or follow established Software Configuration Management process. Maintain inventory control of all software used in the design, development, integration, installation, and documentation of supported systems. Maintain Information Systems technical documentation.

5.7.5 Provide orientation and documentation on new technology utilized to enable GIDEP government personnel to be able to sustain operation by ways of code review, training sessions, knowledge sharing, and demonstrations.

5.7.6 Administer and maintain databases, database servers, web servers, management and utility servers, email and messaging services, and network in a physical and/or virtual environment. Services include configuration, set up, installation, troubleshooting, repair, security, and usage monitoring for hardware, software, network, storage devices and user client services. Monitor system performance on a daily basis and ensure systems are available to meet all operational requirements. Perform basic system security administration functions, create users accounts, monitor and manage system resources including CPU usage, disk usage, and backup systems. Perform routine system backups and recovery procedures, write or modify basic scripts to resolve performance problems, maintain system documentation and logs, perform or assist in troubleshooting and diagnosing production problems, and software deployment.

5.7.7 Operate and maintain a Local Area Network (LAN) with risk mitigation services to include restricted server access control, uninterrupted power supply, conditioned power, air, and fire suppression. LAN support shall include intrusion detection, virus control, network access firewall, back-up and disaster recovery, with programming/operations support for systems administration and network infrastructure maintenance. Perform system operations, operational maintenance and technical support. Obtain vendor maintenance when equipment failures cannot be resolved locally.

5.7.8 Provide Internet access, e-mail service, and 24 hour access to the website/database.

5.7.9 Provide desktop management of the office computers.

5.7.10 Perform daily/weekly/monthly checks and information assurance (IA) related tasks in accordance with the

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established Department of Defense (DoD) Information Assurance Vulnerability Alert (IAVA) process and the requirements and standards specified in Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs) for the supported systems, applications, databases, and network. Review system user access logs, identify threats, mitigate and report IA vulnerabilities (Reference 4.8).

5.7.11 Provide support for the development of a Continuity of Operations Plan (COOP) and support execution of the COOP plan for disaster recovery when required.

5.8 Relocation Support:

5.8.1 A physical relocation of the existing GIDEP network, servers, and associated equipment will be required. The Contractor will uninstall, transport, and install the GIDEP network equipment prior to the movement of the GIDEP servers. The GIDEP servers will remain operational using an interim network until the GIDEP network is in place and operational. At the appropriate time, the Contractor will physically disconnect, transport, and reconnect the GIDEP servers. There are 25 servers which are approximately 8 inches high, 18 inches wide and 27 inches deep each. The relocation of the GIDEP servers must be accomplished in a single move which shall occur over a weekend and take 1 to 5 days. This is required to minimize GIDEP system down time.

6.0 DELIVERABLES

Deliverables under this contract shall be provided in accordance with “DON Policy on Digital Product/Technical Data,” ASN RD&A MEMO of 23 Oct 04 and shall be provided in accordance with the Contract Data Requirements Lists, (CDRL, DD Form 1423 and supporting Data Item Descriptions (DIDs). Section J, Attachment 1.

8.0 SECURITY

8.0 SECURITY

8.1 Clearance Lists. A list of personnel and their security clearances shall be delivered to the (NSWCCORDIV) security office SME no later than 20 business days following award and shall be updated with the monthly personnel listing deliverable and when personnel changes occur (CDRL A008).

8.1.1 Personnel Lists. Contractor will provide government a personnel list on company letterhead signed by competent authority/manager of all (prime and sub) personnel performing on the contract. This list will also be reconciled and forwarded to the NSWCCORDIV security office as changes occur. A preferred template example not containing PII is available from the SME or security office.

8.2 Contractors will immediately notify the SME of any subcontracting.

8.3 General Security Compliance. Contractor personnel shall comply with all DoD, DoN, NAVSEA, NSWCCORDIV, and other performance location's security instructions, policies, procedures and guidance. These requirements apply both on and off Government property at NSWC Corona, remote sites or travel destinations, to include any established check-in / check-out procedures of personnel occupying Government facilities.

8.4 System Authorization Access Request (SAAR-N) The Contractor shall complete/sign Classified and Unclassified User Authorization Agreements as applicable, using OPNAV 5239/14 SAAR-N forms, and Privileged Access

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Agreements. Contractor personnel shall complete the DOD Annual Information Awareness training prior to being granted access to government IT systems and must indicate on the OPNAV 5239/14 SAAR-N, the IA training completion date. The Contractor shall submit a copy of their IA training certificates to the NSWCCORDIV SME.

8.5 Security Inspections. Security Inspections (to include Industrial) will occur a minimum of once per year. Department Manager and FSO will be informed of results. Inspections will also typically involve interaction with 2-3 contractor employees. Brief unannounced spot-checks of department occur throughout the year and are at the discretion of the government.

8.6 Foreign Interests. Contractors with defined Foreign Interests (a Facility that is owned, controlled, or influenced by foreign interests) will ensure adherence to DoD and Navy regulations. Full disclosure to the Corona Contracting Officer, SME and security office is mandated.

8.7 Training. Personnel will participate in Annual Security Refresher Brief, New Employee Security Brief, and Annual Counter-Intelligence Brief. FSO will be given initial orientation training either in person or electronically of installation concept of operations as relative to the contract.

8.8 Emergency Management. Employees are expected to register Regional (AtHoc) Emergency Notification System. Contractors will follow Corona emergency preparedness and antiterrorism protocol during designated command emergencies and declared threat conditions.

8.9 Common Access Cards (CACs) . CAC issuance is at the discretion of the Government and will only be to personnel who meet at least one of the three following criteria:

- (1) The individual requires both access to a DoD facility and logon access to DoD networks on site or remotely.
- (2) The applicant requires remote access to DoD networks that use only the CAC logon for user authentication.
- (3) The applicant requires frequent access to a DoD network to perform volunteer duties (volunteers only).

8.10 Government Facilities. Access to Government facilities is at the discretion of the Government. The Government reserves the right to rescind access at any time.

In each instance when employees no longer work for a company due to circumstances favorable or unfavorable, the FSO shall ensure the prompt return of the following materials:

#1 Government-owned keys to desks, offices, etc.

#2 CAC, except for CACs issued to retired military personnel and retired civil servants on that basis.

#3 Base Passes, except for passes issued to retired military personnel and retired civil servants on that basis

#4 Base stickers for the employee's vehicle, except for stickers issued to retired military personnel and retired civil servants on that basis

#5 Government Furnished Equipment (GFE) and Government Furnished Information (GFI), with special attention to Information Technology (IT) equipment, Critical Information (CI), and Critical Program Information (CPI). In executing the provisions above, the contractor may collect the materials listed in that paragraph and return them to the custody of an appropriate Government employee or direct the contractor employee to surrender these items to the security office, whichever is appropriate to the circumstances.

8.11 Isolated Personnel Reporting. Contractor personnel traveling overseas shall contact the Antiterrorism Officer and if required, complete all mandated Foreign Travel requirements.

8.12 Information protection will occur as per any applicable governing directives.

8.13 Contractor personnel granted access to the NMCI network will be required to complete Navy Information Assurance (IA) or comparable training, at the Government's discretion, and complete and sign appropriate IA forms

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required to be granted continued access to Government information technology networks. All IA security concerns will be directed to the Information Assurance Manager.

8.14 Operations Security. Background, Operations Security (OPSEC) is a process for protecting unclassified sensitive information from exploitation by an adversary. Sensitive unclassified information – which is also referred to as CI or CPI – is defined as information that is not classified but which needs to be protected from unauthorized disclosure. Examples are information labeled “For Official Use Only (FOUO),” proprietary information, contractor sensitive information, limited distribution information, and Personally Identifiable Information (PII).

8.14.1 The contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information as identified in the CI List (see below) paragraphs and CPI List, if applicable. The prime contractor and all subcontractors shall employ the countermeasures listed below in order to protect that information. Additional countermeasures may be employed as necessary. If an OPSEC Plan is provided, the contractor and all subcontractors shall comply with that plan. These OPSEC requirements will be in effect throughout the life of the procurement from award through the conclusion of services at the end of the Period of Performance (PoP) or other procurement termination. If required, the contractor and all subcontractors shall prepare an OPSEC Plan.

8.14.2 Contractor personnel shall follow OPSEC concepts and principles in the conduct of this requirement to protect CI, personnel, facilities, equipment and operations from compromise. The contractor shall consult with the SME within 5 working days of receipt of order to determine all special circumstances affecting OPSEC under this requirement. In any case where there is uncertainty or ambiguity regarding OPSEC measures, the contractor shall consult the SME as soon as possible. If the SME is unavailable, the contractor shall consult the contracting officer instead. The prime contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information and comply with all OPSEC requirements.

8.14.3 Minimum Protection Requirements for CI. CI is exempt from public release under Exemption 2 of the Freedom of Information Act (FOIA). It is designated “For Official Use Only (FOUO)” and is considered controlled unclassified information. Specific Critical Program Information, for reasons of OPSEC will not be identified to offerors prior to award. CPI will be identified to the successful offeror only after receipt of order.

8.15 Personally Identifiable Information (PII). PII will be protected in accordance with DoD and Navy directives, in such a manner as to prevent unauthorized disclosure. Email containing PII must be encrypted.

8.16 Controlled Unclassified Information (CUI): CUI is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order(s), but is pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

8.16.1 Minimum Requirements for Access to CUI: Prior to access, contractor personnel requiring access to DoN CUI or "user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or contractor entity representative for a suitability determination by DoN Central Adjudication Facility.

8.16.2 Minimum Protection Requirements for CUI: Contract deliverables taking the form of unclassified limited-distribution documents (FOUO), are not authorized for public release and therefore shall not be posted on a publicly accessible web server, nor electronically transmitted via electronic mail unless appropriately encrypted.

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8.17 Countermeasures. Countermeasures to CI exploitation are required to negate the susceptibility of critical information to exploitation by an adversary or competitor. The contractor shall protect all CI listed in a manner appropriate to the nature of the information, including use of the necessary countermeasures as listed below applicable to specific items.

- a. Encryption of electronically-stored CI.
- b. Encryption of e-mail containing CI.
- c. Storage of hard copy CI, optical media and external hard drives in locked containers when not in use.
- d. Transmission of CI to the minimum set of recipients with a need to know.
- e. Proper marking of CI with warnings to include at a minimum "FOR OFFICIAL USE ONLY"; as appropriate to the nature of the CI it shall also be marked with "UNCLASSIFIED BUT SENSITIVE," "PRIVACY ACT INFORMATION," "PERSONALLY IDENTIFYING INFORMATION," "PROTECT FROM UNAUTHORIZED DISCLOSURE" or other similar statements cautioning protection of the CI.
- f. Restricting disclosure of CI at meetings and conferences (including teleconferences) to the minimum necessary to the performance of this requirement.
- g. Immediate and appropriate destruction in a manner precluding reconstruction of all CI no longer needed under this requirement.
- h. Restricting verbal discussion of CI to venues and circumstances that prevent the monitoring and interception of the discussion by unauthorized personnel.
- i. Maintaining current, successful completion of Navy-mandated Information Assurance (IA) and OPSEC training by all personnel handling CI.
- j. Refraining from the use of unencrypted cellular telephones to transmit CI.
- k. Refraining from the use of foreign postal systems to ship CI.
- l. Promptly retrieving documents containing CI printed on printers accessible by persons without a need to know the CI.
- m. Use of cover pages or other appropriate means to prevent the viewing of CI by unauthorized persons.
- n. Limiting the inclusion of CI in contract and budget documents, presentations, press releases and other publications to that which is essential to the performance of this requirement.
- o. Use of protected databases and strong passwords and the protection of user identifications (UserIDs).
- p. During test and evaluation events (as applicable to this requirement) practice OPSEC methodologies with respect to staging units, personnel and materials out of the observation of unauthorized persons; desensitization; and the speed of execution of the event.

8.18 Compromise. The contractor shall notify the SME, FSO, and security office immediately of all known and suspected compromises of CI, classified information, or PII. If the SME cannot be reached, the contractor shall notify the Contracting Officer (or the Command Duty Officer if after normal work hours).

8.19 FOUO. The FOUO marking is assigned to information at the time of its creation. It is not authorized as a substitute for a security classification marking but is used on official Government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA). Use of FOUO markings does not mean that the information can't be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it.

8.19.1 All UNCLASSIFIED documents created under this procurement that contain FOUO information will be marked "FOR OFFICIAL USE ONLY" on the bottom of the cover page and interior pages.

8.19.2 Classified documents containing FOUO do not require any markings on the cover of the document. However, the interior pages containing only FOUO information shall be marked at the top and bottom center with "FOR OFFICIAL USE ONLY." Only unclassified portions containing FOUO shall be marked with "(FOUO)" immediately before each unclassified FOUO portion.

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8.19.3 All FOUO information released to the contractor will be marked with the following statement prior to transfer:

THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA. EXEMPTION(S) _____ APPLY.

8.19.4 Removal of the FOUO marking may be accomplished only by the originator or other competent authority. The contractor SHALL NOT REMOVE ANY FOUO MARKING WITHOUT WRITTEN AUTHORIZATION FROM NSWG CORONA OR THE AUTHOR. The Government will notify the contractor when the FOUO status is terminated.

8.19.5 The contractor is authorized to disseminate FOUO information to its employees and those having a need to know the information in order to accomplish the requirements of this procurement.

8.19.6 During working hours, reasonable steps shall be taken to minimize the risk of access to FOUO information by unauthorized personnel. FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need to know the information in order to perform the requirements of this procurement. During non-working hours, the FOUO information shall be stored in a locked desk, file cabinet, bookcase, rooms, or other lockable container or space affording reasonable protection from unauthorized disclosure.

8.19.7 FOUO information may be transmitted via US postal service first-class mail, parcel post and fourth-class mail for bulk shipments only. The contractor shall not permit FOUO information to enter foreign postal systems and parcel delivery systems.

8.19.8 When no longer needed, FOUO information shall either be returned to appropriate Government custody or destroyed in a manner precluding reconstruction of the information.

8.19.9 Electronic transmission of FOUO information (via voice, data, or facsimile transmission) shall be by approved secure communications systems (such as encryption if unclassified). If circumstances preclude the use of such a system, the contractor shall consult the SME; if the SME is not available and time requirements do not permit delay, the contractor shall consult the contracting officer.

8.20 ACCESS BRIEFINGS. FSO will provide any necessary access briefings required for contract performance (NATO, CNWDI, etc.).

8.21 COMSEC. Specific COMSEC guidance will be provided upon award of the contract and via the Corona EKMS Manager.

9.0 ON-SITE SAFETY AWARENESS

(a) In accordance with 29 CFR 1925 Safety and Health Standards for Federal Service Contracts, the contractor company shall strictly adhere to Federal Occupational Safety and Health Administration (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements. OSHA Directive CSP 03-01-003 Voluntary Protection Programs (VPP) Policies and Protection Manual defines contractors into two categories.

1) Applicable Contractor. A contractor whose employees worked at least 1,000 hours for a VPP participant in any calendar quarter within the last 12 months and are not directly supervised by the applicant/participant.

2) Nested Contractor. Reference (a) does not specifically define this term. However, in discussing injury and illness data requirements for contractors, the OSHA guidance states that “nested contractors. . . are supervised by host site management”, and “are regularly intermingled

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with the owner's employees and under direct supervision by management".

- (b) In accordance with OPNAVINST 5100.23(series) and OSHA Directive CSP 03-01-003, our command is to ensure that all contractor employees have read the NSWC Corona Divisions document entitled, "Commanding Officers Occupational Safety and Health Policy Statement" and "Occupational Safety and Health Administration (OSHA) Voluntary Protection Programs (VPP) document" within 30 days of commencing performance. This document is available at <https://intranet.crna.nmci.navy.mil/CMD/wwwroot2/> or you can contact your Contracting Officer Representative (COR) or Subject Matter Expert (SME) for additional assistance/options.
- (c) In accordance with OPNAVINST 5100.23(series) and OSHA Directive CSP 03-01-003, our command is to ensure that all nested contractor employees completes the Voluntary Protection Program (VPP) Awareness Training within 30 days of commencing performance at NSWC Corona Division. This document is available at <https://intranet.crna.nmci.navy.mil/CMD/wwwroot2/> or you can contact your Contracting Officer Representative (COR)) or Subject Matter Expert (SME) for additional assistance/options.
- (d) In accordance with 29 CFR 1904 and OSHA Directive CSP 03-01-003, the contractor company shall certify that all contractor employees have read the NSWC Corona Divisions document entitled "Commanding Officers Occupational Safety and Health Policy Statement" and "Occupational Safety and Health Administration (OSHA) Voluntary Protection Programs (VPP) document" and all nested contractor employees have taken the Voluntary Protection Program (VPP) awareness training within 30 days of commencing performance at NSWC Corona Division. This can be accomplished by sending an e-mail to their Contracting Officer Representative (COR)) or Subject Matter Expert (SME) with a copy to Environmental, Safety and Health (ESH) Program Office (Code 013) (joseph.edgman@navy.mil). The document/e-mail shall include the employees name, work site, and contract number.
- (e) In accordance with 29 CFR 1904 and OSHA Directive CSP 03-01-003, the contractor company shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing performance at NSWC Corona Division to their Contracting Officer Representative (COR)) or Subject Matter Expert (SME) with a copy to Environmental, Safety and Health (ESH) Program Office for review by the ESH Manager (Code 013).
- (f) In accordance with 29 CFR 1904 Standards for Recording and Reporting Occupational Injuries and Illness, the contractor shall post their OSHA 300 Logs in a conspicuous place where employee notices are posted immediately upon commencing performance and at intervals as required by CFR.
- (g) In accordance with 29 CFR 1904 and OSHA Directive CSP 03-01-003, require Contractor Company to provide quarterly reports of recordable cases and hours worked so that site OSHA recordkeeping personnel can calculate and monitor contractor TCIR/DART rates. Only include cases and hours for work performed at the VPP participant's site.
- (h) In accordance with OPNAVINST 5100.23(series) and OSHA Directive CSP 03-01-003, the applicable contractor company shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years within 30 days of commencing performance at NSWC Corona Division to their Contracting Officer Representative (COR) with a copy to Environmental, Safety and Health (ESH) Program Office for review by the ESH Manager (Code 013).
- (i) In accordance with 29 CFR 1904 and OSHA Directive CSP 03-01-003, the contractor shall report all work-related injuries/illnesses that occurred while working at NSWC Corona Division to their Contracting Officer Representative (COR)) or Subject Matter Expert (SME) and to Environmental, Safety and Health (ESH) Program Office for review by the ESH Manager (Code 013).
- (j) In accordance with 29 CFR 1925 and OSHA Directive CSP 03-01-003, the contractor shall ensure that all contractor employees working at NSWC Corona Division are briefed with the applicable sections of the Safety and Occupational Health (SOH) Program Manual (NSWCCORDIVINST 5100.3(series)). This document is available at <https://intranet.crna.nmci.navy.mil/CMD/wwwroot2/> or you can contact your Contracting Officer Representative (COR)) or Subject Matter Expert (SME) for additional assistance/options.

These are requirement from OSHA Code of Federal Regulations (CFR), 29 CFR 1910 Standards for General Industry, and 29 CFR 1925 Safety and Health Standards for Federal Service Contracts, and from OPNAVINST 5090.1 (series)

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10.0 ON-SITE ENVIRONMENTAL AWARENESS

(a) In accordance with 29 CFR 1925 Safety and Health Standards for Federal Service Contracts, the contractor shall strictly adhere to Federal Occupational Safety and Health Administration (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) In accordance with OPNAVINST 5090.1 (series) the contractor shall ensure that each contractor employee reads the NSWC Corona Division document entitled, "Commanding Officer's Environmental and Natural Resources Policy statement" within 30 days of commencing performance at NSWC Corona Division. This document is available at <https://intranet.crna.nmci.navy.mil/CMD/wwwroot2/> or you can contact your Contracting Officer Representative (COR)) or Subject Matter Expert (SME) for additional assistance/options.

(c) In accordance with OPNAVINST 5090.1 (series) the contractor shall ensure that each contractor employee who will be resident at NSWC Corona Division completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWC Corona Division. This training is available at <https://www.navfac.ecatts.com/> or you can contact your Contracting Officer Representative (COR)) or Subject Matter Expert (SME) for additional options.

(d) In accordance with OPNAVINST 5090.1 (series) the contractor shall certify that employees have read the NSWC Corona Divisions document entitled "Commanding Officer's Environmental and Natural Resources Policy statement" and taken the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWC Corona Division. This shall be accomplished by e-mail to their Contracting Officer Representative (COR)) or Subject Matter Expert (SME) with a copy to Environmental, Safety and Health (ESH) Program Office (Code 013) (joseph.edgman@navy.mil). The e-mail shall include the employees name, work site, and contract number.

(e) In accordance with OPNAVINST 5090.1 (series) the contractor shall complete the "ECATTS Training Workbook" for each contractor employee who will be resident at NSWC Corona Division within 30 days of commencing performance at NSWC Corona Division. This document is available at <https://intranet.crna.nmci.navy.mil/CMD/wwwroot2/> or you can contact your Contracting Officer Representative (COR) or Subject Matter Expert (SME) for additional assistance/options.

11.0 SKILLS AND TRAINING

11.1 The Contractor shall provide capable personnel with qualifications, experience levels, security clearances and necessary licenses, certifications and training required by Federal, State and Local laws and regulations. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

11.2 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

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(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

12.0 SOFTWARE ENGINEERING

The contractor shall define a software development approach appropriate for the computer software effort to be performed under this solicitation. This approach shall be documented in a Software Development Plan (CDRL A003). The contractor shall follow this SDP for all computer software to be developed or maintained under this effort.

The SDP shall define the offeror's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/EIA Std. 12207.0. The SDP shall describe the overall life cycle and shall include primary, supporting, and organizational processes based on the work content of this solicitation. In accordance with the framework defined in IEEE/EIA Std. 12207.0, the SDP shall define the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks. Because IEEE/EIA Std. 12207 does not prescribe how to accomplish the task, the offeror must provide this detailed information so the Navy can assess whether the offeror's approach is viable.

The SDP shall contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans or Procedures in Table 1 of IEEE/EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted. Information provided must include, as a minimum, specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification.

**HQ C-1-0001 ITEM(S) A001, A002, A003, A0004, A008, A009, A010, A011, A012, and A013 - DATA
REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Attachment(s) 1, attached hereto.

(End of Text)

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

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

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

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

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

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

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

(End of Text)

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in which will be determined at time of award in response to NAVSEA Solicitation No. N00024-15-R-3304.

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

(End of Text)

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

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

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

The support contractor not disclose any information;

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

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

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

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

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

(End of Text)

HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA)(DEC 2006)

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/EIA Std. 12207.0;

(2) Contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans and Procedures in Table 1 of IEEE/EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE/EIA Std. 12207 as appropriate. Such processes shall be equivalent to those articulated by CMMI[®];

(5) Include the content defined by all information items listed in Table 1 of IEEE/EIA Std. 12207.1, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 4.2.3 of IEEE/EIA Std. 12207, as appropriate;

(7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;

(8) Be in accordance with the framework defined in IEEE/EIA Std. 12207.0, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with section 6.5.3a of IEEE/EIA Std. 12207.1, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(b) The SDP shall be delivered to the Government for concurrence under CDRL A003 and shall not vary significantly

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from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

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SECTION D PACKAGING AND MARKING

SECTION D PACKAGING AND MARKING

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

(End of Text)

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

(End of Text)

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SECTION E INSPECTION AND ACCEPTANCE

SECTION E INSPECTION AND ACCEPTANCE

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

(End of Text)

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

Item(s) CLINs 7000,7100, 7200, 9000, 9100, 9200 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

QASP: See Attachment 9

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/22/2015 - 9/21/2016
9000	9/22/2015 - 9/21/2016
9001	8/7/2015 - 8/6/2016

CLIN - DELIVERIES OR PERFORMANCE

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

7000	9/22/2015 - 9/21/2016
9000	9/22/2015 - 9/21/2016

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

7100	9/22/2016 - 9/21/2017
7200	9/22/2017 - 9/21/2018
9100	9/22/2016 - 9/21/2017
9200	9/22/2017 - 9/21/2018

Services to be performed hereunder will be provided at TBD.

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

<u>ITEM(S)</u>	<u>FROM</u>	<u>TO</u>
9000	9/22/2015	9/21/2016
7100	9/22/2016	9/21/2017
9100	9/22/2016	9/21/2017
7200	9/22/2017	9/21/2018
9200	9/22/2017	9/21/2018

(End of Text)

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HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s)
and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

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SECTION G CONTRACT ADMINISTRATION DATA

252.204-7006 Billing Instructions Oct 2005

252.232-7003 Electronic Submission of Payment Request and Receiving Reports MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009) The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

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

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

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

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

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

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

of Payment Requests and Receiving Reports.

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

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

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(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 Vouchers

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and

"Receiving Report" (stand-alone) document type may be used instead.)

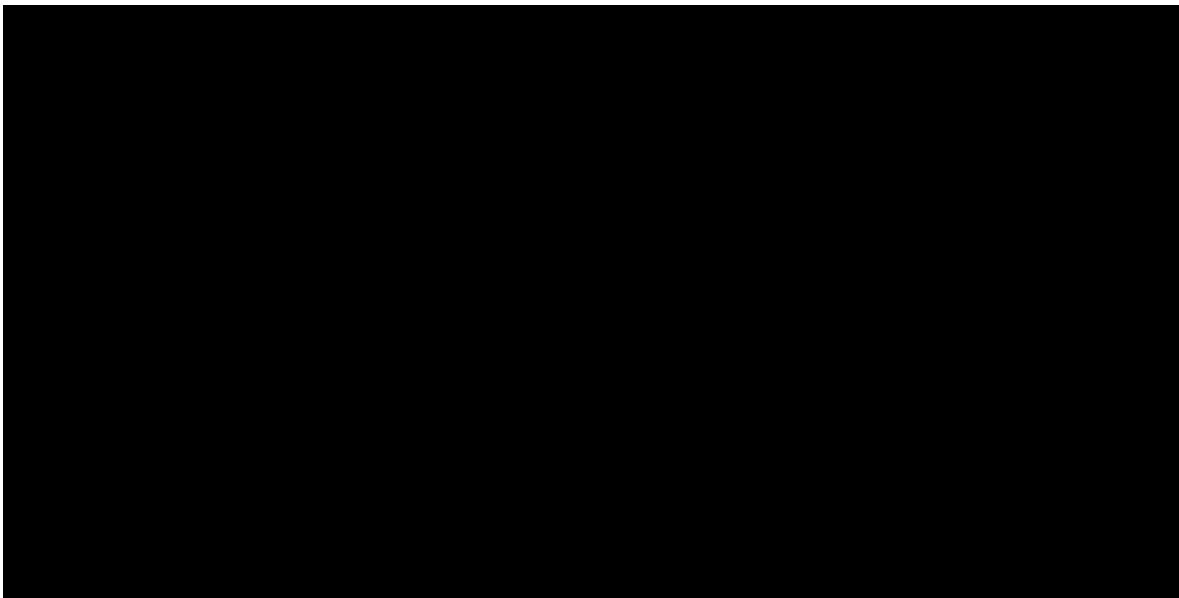
(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection Location: Destination

Acceptance Location: Destination

(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*



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(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.

CRNA_WAWF_COMPTRON@navy.mil, tan.mai@navy.mil, henry.hopkins@navy.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.

(g) (1): WAWF Point of Contact. Insert the WAWF point of contact as follows:

-NAVSEA HQ WAWF Helpdesk: WAWFHQ@navy.mil;

(g) (2) NAVSEA, Corona Division WAWF point of contact Scott Wobken at 951-393-5131 or scott.wobken@navy.mil. For vendor pay issues contact Dolores Gonzalez at 951-393-4459 or dolores.gonzalez@navy.mil.

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

(End of clause)

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HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(End of Text)

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

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Contracting Officer's Representative:	Attn: Henry Hopkins
-	Naval Surface Warfare Center
-	1999 4 th Street
-	Norco, CA 92860
-	Telephone No. 951-393-4696
-	Fax No. 351-393-4123
-	Email Address: henry.hopkins@navy.mil

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

(End of Text)

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE
REPRESENTATIVE:

ATTN: TAN MAI
NAVAL SURFACE WARFARE CENTER
P.O. BOX 5000
CORONA, CA 92878-5000
Telephone No. 951-393-4963
Fax No. 951-393-4217
Email Address: tan.mai@navy.mil

CONTRACTING OFFICER:

ATTN: CHARLES "SAM" RAINWATER
NAVAL SURFACE WARFARE CENTER
P.O. BOX 5000
CORONA, CA 92878-5000
Telephone No. 951-393-5379
Fax No. 951-393-4013
Email Address: charles.rainwater@navy.mil

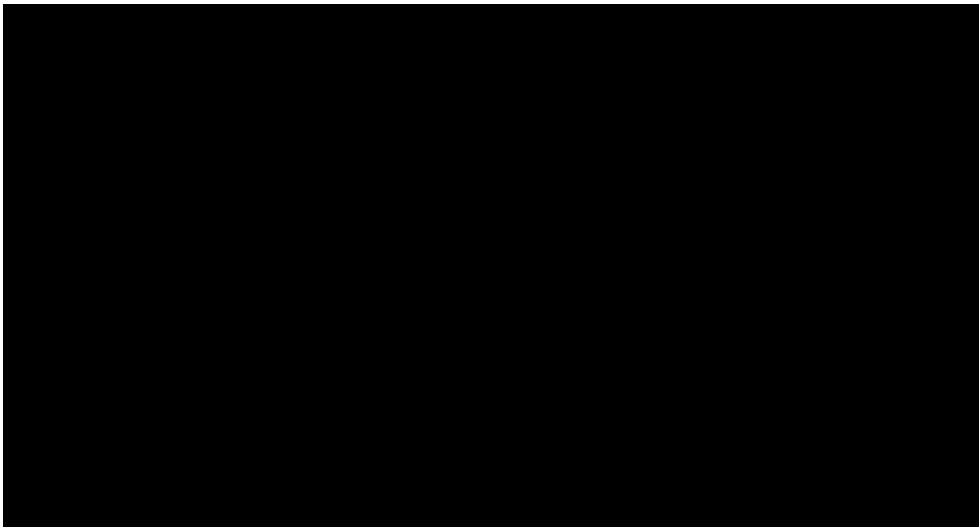
(End of Text)

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

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

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.



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SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT - means the Department of the Navy.

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

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

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

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

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

(End of Text)

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 161,568 total man-hours of

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direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that [REDACTED] (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] hours per week. It is understood and agreed that the rate of man hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for

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

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

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

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

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

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

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separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

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

(End of Text)

**5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM
(OCT 2006)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYDH-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

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

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

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

(End of Text)

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

ESTIMATED

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>PERIOD OF</u> <u>PERFORMANCE</u>
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(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Text)

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(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(End of Text)

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

(a) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's

rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform

its obligations under this contract, the Contractor shall be entitled only to such adjustment as

the Contracting Officer determines as a fact to be appropriate under the circumstances.

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

assigned to the Contractor at that location.

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DESCRIPTION AND IDENTITY OF FACILITIES

TBD

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

ADDITIONAL ITEMS OF FACILITIES

TBD

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved.

(End of Text)

WAGE DETERMINATION

The Department of Labor current Wage Determination for the California Counties of Riverside, San Bernardino, Wage Determination (WD) No. (2005-2053) Revision 18 dtd 30 December 2014 and California Counties of Los Angeles, Orange, Wage Determination (WD) No.

(2005-2047) Revision 16 dtd 30 December 2014 is provided as Attachment (6) to the Solicitation. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your labor cost proposal.

NOTE: Escalation of rates in the option years for labor categories under the SCA is not allowable. If a new wage determination is incorporated via issuance of a modification, adjustment may be made to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of the new wage determination. Any adjustment will be limited to increases or decreases in wage and fringe benefits, and the accompanying increase or decrease in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

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SECTION I CONTRACT CLAUSES

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

- 52.219-6 Notice of Total Small Business Set-Aside (Nov 2011)
- 52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)
- 52.223-10 Waste Reduction Program (May 2011)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
- 252.203-7003 Control of Government Personnel Work Product
- 252.204-7012 Payment for Sub-line Items Not Separately Priced
- 252.204-7102 Safeguarding of Unclassified Controlled Technical Information
- 252.204-7015 Disclosure of Information to Litigation Support Contractors
- 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials
- 252.225-7048 Export-Controlled Items
- 252.225-7010 Levies on Contract Payments

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252.245-7002 Reporting Loss of Government Property (Apr 2012)

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

252.245-7004 Reporting, Reutilization, and Disposal (May 2013)

CLAUSES INCORPORATED BY FULL TEXT

52.203-16 Preventing Personal Conflicts of Interest (Dec 2011) (a) Definitions. As used in this clause --

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria. (4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable. "Covered employee" means an individual who performs an acquisition function closely associated with inherently governmental functions and its-

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures. "Non-public information" means any Government or third-party information that -

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(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are —

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household; (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from —

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements; (iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments); (vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests. (b) *Requirements.* The Contractor shall —

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by —

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

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(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for

which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a

Government contract.

(3) Inform covered employees of their obligation —

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause;

and

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(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide

follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include —(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement. (c) *Mitigation or waiver.*

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph

(b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for —(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest. (3) The Contractor shall —

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract. (d) *Subcontract flow-down.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts —

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$123,025.00 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;

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

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

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

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

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

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

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

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

52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

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(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TBD

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

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

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

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in

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litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

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

<u>Item(s)</u>	<u>Latest Option Exercise Date</u>
CLIN 7100/9100	9/21/15
CLIN 7200/9200	9/21/16

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

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SECTION J LIST OF ATTACHMENTS

Attachment 1: CDRL A001

Attachment 1: CDRL A002

Attachment 1: CDRL A003

Attachment 1: CDRL A004

Attachment 1: CDRL A008

Attachment 1: CDRL A009

Attachment 1: CDRL A010

Attachment 1: CDRL A011

Attachment 1: CDRL A012

Attachment 1: CDRL A013

Attachment 2: Wage Determination

Attachment 3: Applicable Directives

Attachment 4: QASP