

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-15-D-8491		2. DELIVERY ORDER NO. N6426717F3005		3. EFFECTIVE DATE 2017 Sep 19		4. PURCH REQUEST NO. Various		5. PRIORITY Unrated		
6. ISSUED BY NSWC, CORONA DIVISION Corona Division 2300 Fifth Street Norco CA 92878-5000 Kimhoang T Chu/N64267 951-393-4051			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 <i>(Date)</i> See Schedule		11. X IF BUSINESS IS		
							X SMALL			
					12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL DISADVANTAGED			
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		X 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	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
PURCHASE	Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
VSolvIT, LLC					Jen Hamilton Business Development					
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 BY: /s/Desiree L DeRuyter			25. TOTAL	[REDACTED]	
								26. DIFFERENCES		
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	
f. TELEPHONE					g. E-MAIL ADDRESS					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE		34. CHECK NUMBER			
					PARTIAL					
a. DATE					b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					
					FULL		35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY <i>(Print)</i>		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.

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GENERAL INFORMATION

All clauses of the SeaPort-e Basic MAC are applicable to this Task Order and are supplemented herein.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Base Year Labor. Provide Range Technical and Engineering Services for RS30 IAW the SOW in Section C. (Fund Type - TBD)					
7001		Base Year Labor					
7001AA	R425	TI-5: Engineering Tech - SRAM (WCF)					
7001AB	R425	TI-5: Engineering Tech - Sustainment (WCF)					
7001AC	R425	TI-4: GIS Laser NSW Camp Atterbury, Indiana (WCF)					
7001AD	R425	TI-1: Program Management - HVAC MCI-West (O&MN,N)					
7001AE	R425	TI-4:GIS Laser West Coast Tactical Training Ranges (WCF)					
7001AF	R425	TI-4: GIS Laser East Coast Tactical Fleet Training Ranges (WCF)					
7001AG	R425	TI-4: GIS Laser Combat Shooting Ranges Mid-South Institute (WCF)					
7001AH	R425	TI-4: GIS Laser NSW San Clemente Island (WCF)					
7001AJ	R425	TI-3: Engineering Tech - HVAC MCI-West MCIWEST data centers, area distribution nodes, and telecommunication spaces (WCF)					
7001AK	R425	TI-3: Engineering Tech - HVAC MCI-West Data Centers MCIWEST (O&MN,N)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Data Deliverables for the Base Year IAW Section J, Exhibit A CDRLs. (See Note 3)					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	Option 1 Labor. Provide Range Technical and Engineering Services for RS30 IAW the SOW in Section C. (Fund Type - TBD)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Data Deliverables for Option 1 IAW Section J, Exhibit A CDRLs. (See Note 3)					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	Option 2 Labor. Provide Range Technical and Engineering Services for RS30 IAW the SOW in Section C. (Fund Type - TBD)					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Data Deliverables for Option 2 IAW Section J, Exhibit A CDRLs. (See Note 3)					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	Option 3 Labor. Provide Range Technical and Engineering Services for RS30 IAW the SOW in Section C. (Fund Type - TBD)					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Data Deliverables for Option 3 IAW Section J, Exhibit A CDRLs. (See Note 3)					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	Option 4 Labor. Range Technical and Engineering Services for RS30 IAW the SOW in Section C. (Fund Type - TBD) Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		Data Deliverables for Option 4 IAW Section J, Exhibit A CDRLs. (See Note 3)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Base Year ODCs for CLIN 7000 (Fund Type - TBD)			
9001					
9001AK	R425	ODC in support of TI-3: Engineering Techs - HVAC MCI-West Data Centers MCIWEST (O&MN,N)			
9100	R425	Option 1 ODCs for CLIN 7100 (Fund Type - TBD) Option			
9200	R425	Option 2 ODCs for CLIN 7200 (Fund Type - TBD) Option			
9300	R425	Option 3 ODCs for CLIN 7300 (Fund Type - TBD) Option			
9400	R425	Option 4 ODCs for CLIN 7400 (Fund Type - TBD) Option			

NOTE 1: LEVEL OF EFFORT

For the labor items listed above (CLINs 7000, 7100, 7200, 7300, 7400), Offeror shall provide the labor hours specified in Section J, Attachment 3 Level of Effort to perform the requirement of the Statement of Work for the period of performance specified in Section F. The Payment of Fee(s) (Level of effort) clause applies to these items.

NOTE 2: OPTION CLAUSE

The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I applies only to the Option items (CLINs 7100, 7199, 7200, 7299, 7300, 7399, 7400, 7499, 9100, 9200, 9300, 9400) and is to be applied only if and to the extent said Option is exercised.

NOTE 3: NOT SEPARATELY PRICED

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The price for Not Separately Priced (NSP) data items (CLINs 7099, 7199, 7299, 7399, 7499) shall be included in the price of the corresponding Labor CLINs.

NOTE 4: ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to allow for additional CLINs/SLINs as needed to accommodate the multiple types of funds that may be used under this Task Order. These modifications will not change the overall level of effort or value of the Task Order.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of Text)

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

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

(End of Text)

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

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

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

(End of Text)

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

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

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

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however,

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Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

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

(i) Travel at U.S. Military Installations where Government transportation is available,

(ii) Travel performed for personal convenience/errands, including commuting to and from work, and

(iii) Travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of Text)

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

This entire Task Order is cost type.

(a) This is a Level of Effort (Term) type Task Order.

(b) Items in the 7xxx series are cost plus fixed fee (CPFF).

(c) Items in the 7x99 series are not separately priced (NSP).

(d) Items in the 9xxx series are cost only, excluding fee.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1. INTRODUCTION

The Naval Surface Warfare Center, Corona Division (hereafter referred to as NSWC Corona) is a Naval Sea System Command activity, and is the Navy's independent assessment agent. The mission of NSWC Corona is to "Serve war-fighters and program managers as the Navy's independent performance assessment agent throughout systems' lifecycles by gauging the Navy's war-fighting capability of weapons and integrated combat systems, from unit to force level, through assessment of those systems' performance, readiness, quality, supportability, and the adequacy of training."

NSWC Corona Range Systems Engineering Department (hereafter referred to as RS Department) provides systems engineering to Department of Defense test and training ranges and supports the Test and Evaluation community with instrumentation engineering and telecommunications systems. The RS Department also provides systems engineering and technical guidance to Range Commanders, Range Managers and Navy and Marine Corps installations and serves as technical agent for the Operation, Maintenance, and Engineering of the Navy and Marine Corps Tactical Training Range systems.

2. BACKGROUND

RS Department Instrumentation Engineering Division (RS30) executes its mission by providing support to the Fleet's war fighting capabilities by assisting with the management and day-today operations of Sustainment, SRAM, and Geomatic/Laser programs. RS30 is made up of three branches: RS31 Air Range Engineering, RS32 Scoring Systems Engineering, and RS33 Surface Range Engineering.

This Task Order does not cover work performed within the RS32 Branch.

RS31 consists of projects and programs, such as SRAM, Electronic Warfare Systems, Large Area Tracking Range, Ocean Systems, and Rotary-Wing Tracking System programs which supports the Navy and Marine Corps Tactical Training Ranges with engineering solutions for yearly requirements.

RS33 supports Navy Range Laser Safety which includes the collection, analysis, and maintenance of spatial information, and the design and development of systems that help collect and distribute spatial information, Vertical Launch System, LARCS, various Marine Corp Programs/Projects and Data Center Sustainment.

3. SCOPE

The scope of this effort is to acquire range technical and engineering services for air, surface, and scoring systems for RS30. This Task Order shall provide services in support of the mission and functions of RS30. The Contractor shall provide support in all areas of engineering, technical, sustainment, and information assurance executed by RS31 and RS32 including but not limited to collection and analysis of planning data, preparation of reports and planning documentation, preparation of shipping documents, as well as technical and engineering support.

4. APPLICABLE DOCUMENTS

Federal Standards: The Contractor is required to adhere to all applicable standards and guidelines. In the absence of named standards, Department of the Navy standards, applicable Federal Information Processing Standards, and broadly accepted professional standards shall prevail as related to the associated industries within the task identified in Section 5. The most current version of all documents applies throughout the life of this requirement.

4.1 OPNAVINST 5100.27 Navy Laser Hazards Control Program
<https://dap.dau.mil/policy/Lists/Policy%20Documents/DispForm.aspx?ID=1843>

4.2 DoD Instruction 8500.01 Cybersecurity
http://www.dtic.mil/whs/directives/corres/pdf/850001_2014.pdf

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4.3 SECNAVINST 5239.3C Department of the Navy Cybersecurity Policy
<https://doni.documentservices.dla.mil/Directives/05000%20General%20Management%20Security%20and%20Safety%20Services/05-200%20Management%20Program%20and%20Techniques%20Services/5239.3C.pdf>

4.4 OPNAVINST 5239.1C Navy Information Assurance (IA) Program
<https://dap.dau.mil/policy/Lists/Policy%20Documents/DispForm.aspx?ID=2061>

4.5 DoD Directive 8140.01 Cyberspace Workforce Management
http://www.dtic.mil/whs/directives/corres/pdf/814001_2015_dodd.pdf

4.6 DoD Instruction 8510.01 Risk Management Framework (RMF) for DoD Information Technology
http://dtic.mil/whs/directives/corres/pdf/851001_2014.pdf

4.7 Chairman of the Joint Chiefs of Staff (CJCS) Manual 6510.01F Information Assurance (IA) and Support to Computer Network Defense (CND)
http://dtic.mil/cjcs_directives/cdata/unlimit/6510_01.pdf

4.8 OPNAVINST 5090.1 Navy Environmental and Natural Resources Program Manual
http://www.public.navy.mil/surfor/Documents/5090_1C_CHANGE_1.pdf

4.9 EM US Army Corps of Engineers 385-1-1 Safety and Health Requirements Manual
http://www.mvk.usace.army.mil/Portals/58/docs/SafetyOffice/EM385_1_1_2008Sep.pdf

4.10 Executive Order 13693 Planning for Federal Sustainability in the Next Decade
<https://www.whitehouse.gov/the-press-office/2015/03/19/executive-order-planning-federal-sustainability-next-decade>

4.11 e-CFR (Regulation), 29 CFR 1910 Subpart H Hazardous Materials
https://osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10117

5. REQUIREMENTS

(a) Mandatory Requirements

The Contractor shall maintain the following mandatory requirements throughout the life of the Task Order.

(1) Requirement 1: Facility Security Clearance. Contractor must have a Government granted facility security clearance at a minimum of the SECRET level. Contractor's with an interim security clearance will be allowed to work, but will have limited access to certain systems, data, or functions. Clearances shall be maintained for the duration of this effort.

(2) Requirement 2: Personnel Security Clearance. Contractor personnel shall obtain and maintain at a minimum a security clearance level of SECRET to work on this requirement. Clearances shall be maintained for the duration of this effort.

(b) General Requirements

General requirements for this effort are provided as Attachment 1 in Section J.

(c) Specific Requirements

The Contractor shall provide qualified, technically capable personnel to perform the tasking set forth herein. The Government will not allow costs, nor reimburse costs associated with the Contractor training employees in an effort to attain and/or maintain minimum personnel qualified to perform under this Task Order. The Government reserves the right to review, request changes, and provide final approval or disapproval of all Contractor services, products, and deliverables.

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5.1 Logistics Support

The Contractor shall establish and provide logistic procedures that will provide for proper purchasing/leasing, receiving, accounting and distribution of all supplies, material, and equipment necessary for the effective and efficient operation of a technical and engineering support service facility. These procedures shall include property and inventory control and accountability.

This paragraph pertains to logistics procedures only. It does not authorize the Contractor to procure supplies, equipment, or services.

5.2 Software Engineering Approach

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 A017). 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 minimum, specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification.

5.3 Range Sustainment Engineering and Technical Support

The Contractor shall provide all necessary services supporting range sustainment engineering and technical support for various Government activities. This tasking may consist of engineering, software programming, engineering drawings, and management of instrumentation projects, and assisting the Fleet in conducting prioritization of requirements for Navy and Marine Corps range sustainment programs, such as the SRAM program.

These services shall include:

5.3.1 Generate IA documentation related to and required for Risk Management Framework Accreditation and Authorization and C&A documentation. (Estimate 1-2 packages annually) (CDRL A006).

5.3.2 Perform site surveys of project installation locations. Prepare Trip Report (CDRL A007).

5.3.3 Evaluate range instrumentation requirements and develop recommended design approaches based on cost, schedule, and time constraints.

5.3.3.1 Develop documentation packages (CDRL A008) to include:

5.3.3.1.1 Create initial system design packages (estimate 2-3 annually)

5.3.3.1.2 Build equipment acquisition lists (estimate 3-4 annually)

5.3.3.1.3 Create mechanical installation drawings (estimate 1 annually)

5.3.3.1.4 Create electrical installation drawings (estimate 1 annually)

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- 5.3.3.1.5 Produce system as-built documentation (estimate 1 annually)
- 5.3.3.1.6 Generate quality control documentation (estimate 1 annually)
- 5.3.3.1.7 Generate/update systems/engineering drawings (estimate 1 annually)
- 5.3.3.2 Generate System Cost Estimates for documentation packages (CDRL A009).
- 5.3.3.3 Create system interoperability documentation, such as the Interface Requirements Specification or Interface design description (software programming) (estimate 1 annually) (CDRL A010).
- 5.3.4 Generate configuration control documentation (estimate 2 annually) (CDRL A011 & A015).
- 5.3.5 Prepare inventory control documentation (estimate 1 monthly) (CDRL A012).
- 5.3.6 Prepare system manuals (estimate 1 annually) (CDRL A013).
- 5.3.7 Prepare software development report (estimate 1 annually) (CDRL A016).
- 5.3.8 Conduct assembly, modification, and repair of electronic equipment as necessary for installed/deployed systems as part of existing programs.
- 5.3.9 Conduct system and equipment level tests to ensure operability prior to field deployment.
- 5.3.10 Maintain installed/deployed range instrumentation systems by conducting preventative maintenance and repair in accordance with OEM guidelines.
- 5.3.11 Maintain software revision level update avenues from OEM or other appropriate software vendors. Maintain inventory control of all software used in the design, development, integration, installation, and documentation of telecommunication systems (CDRL A010).
- 5.3.12 Perform system maintenance to include establishing and maintaining a preventive maintenance schedule on the systems, establishing and maintaining equipment maintenance logs.
- 5.3.13 Provide telecommunication equipment and system integration and installation support to include racking and stacking equipment in communication equipment racks, building communication interconnect cables, testing cables, and testing systems.
- 5.3.14 Obtain all ERP training and roles necessary to provide shipping support services such as prepare Government shippers and ensure packaging is physically sent to proper recipient.
- 5.3.15 Perform proper on-site operational testing on installed systems to ensure all customer requirements are met.
- 5.3.16 Research the material contained in technical libraries, such as the Naval Tactical Training Ranges Technical Library (engineering drawings and technical manuals).
- 5.3.17 Provide engineering and sustainment analysis and associated services support for DoD activities.
- 5.3.18 Provide sustainment information on supply (spare parts), support equipment, system equipment, and system configuration (CDRL A011).
- 5.3.19 Research, update, and provide program documentation, such as:
 - 5.3.19.1 SRAM Program Plan Program (1 annually) (CDRL A014)
 - 5.3.19.2 Logistic Documentation, i.e. Logistics Support Plans (estimate 5 annually) (CDRL A014)

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5.4 Range Laser Certification Services

The Contractor shall provide all necessary services supporting the Lead Naval Range Laser Safety Group RS30. The range laser certification services may require services at various DoD locations. All range laser issues identified in the site survey along with solutions and recommendations are provided to the appropriate and qualified Government personnel at NSWC Corona. All tasking for this section needs to come through NSWC Corona Range Laser Safety Government Lead (CDRL A007).

These services shall include:

5.4.1 Attendance and Representation for working group meetings and functions, DoD support meetings, Laser Safety/ GIS-related conferences. Classified briefings may be presented at Range Laser meetings.

5.4.2 Range Laser pre-work and On-Site Survey to include initial coordination with range personnel, planning and generation of support documentation, on-site collection of raw GPS data, on-site verification of raw GPS data, creation of GIS database from GPS data, analysis Image Geo-referencing, conversion of Shape-files to KML/KMZ (Google Earth), ensure data accuracies through interoperability, custom Geo-database development, Google Earth Pro Geo-Fidelis Roads, Google Earth Pro USGS, hardcopy map creation, verification of accurate and complete metadata, maintenance of data integrity, conformance of GIS data to various data standards, and tabular data creation. **(May require traversing rugged terrain in remote areas with no facilities and riding in helicopters).**

5.4.3 Range Laser analysis to include generation of firing positions to include points, lines, and areas into GIS Shape-files, generation of laser target positions to include points, lines, and areas into GIS Shape-files, generation of laser hazard danger zone using Navy/MC RLSS course methodology into GIS Shape-files, generation of lateral limits using Navy/MC RLSS course methodology, and the conversion of all raw GPS collected during site survey and GIS data generated to the following coordinate standards: Universal Transverse Mercator, Latitude-Longitude, and Military Grid Reference System.

5.4.4 Proficiency with Applications to include (but not limited to) ESRI ArcView, Airspace, DWG TrueView, Adobe Professional X Pro, Google Earth Pro, MS Word 2010, MS Excel 2010, MS Access 2010, and MS PowerPoint 2010 (or newer versions of any of this software).

5.4.5 Qualifications with the following certifications or ability to obtain within 3 months of hire: Navy/MC Technical Laser Safety Officer, and Navy/MC RLSS.

5.5 Cybersecurity Support Services

The Contractor shall provide Cybersecurity support services to RS30. These services shall include:

5.5.1 Navy validator services which includes creating system accreditation documentation (RMF packages and all supporting documents such as remediation, scanning and POA&M, etc.) for new or existing systems within RS31 (CDRL A006).

5.5.2 Monthly updates to Cybersecurity documentation for use during reviews by Command ISSM and other approving authorities (FAO, NAO, etc.) when seeking the system authority to operate.

5.5.3 Monthly updates to system Cybersecurity settings, posture, and documentation to maintain system accreditations and compliance with DoN Cybersecurity policies.

5.5.4 The Contractor shall ensure that personnel accessing information systems have the proper and current Cybersecurity Workforce certification to perform Cybersecurity functions in accordance with DoD 8570.01-M, Information Assurance Workforce improvement Program.

5.5.5 The Contractor shall be required access to Government Information Systems to perform Cybersecurity duties under this SOW. The Contractor shall access systems on unclassified networks including but not limited to NMCI/NGEN, closed enclaves, and non-networked systems.

5.5.6 The Contractor shall complete/sign Classified and Unclassified User Authorization Agreements using OPNAV

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5239/14 SAAR-N forms (or automated data base), privileged Access 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 (or database) SAAR-N, the IA training completion date. The Contractor shall submit a copy of their Cybersecurity training certificates to the COR.

5.5.7 Public Release of Information. The component parts of the IA & C&A processes are expected to contain sensitive information not cleared for public release information up to and including information at the GENSER SECRET level. The Contractor is required to handle certain documents in accordance with National Industrial Security Program Manual for National Security Information classified at the GENSER SECRET level.

5.6 Communication Technical Services and Data Center Sustainment

The Contractor shall provide a CTS Field Service Representative and HVAC Mechanics to be stationed at NSWC Corona Det Fallbrook and/or Marine Corps Base Camp Pendleton and will be the points of contact for technical and range sustainment support of the LARCS network and data centers located at MCB Pendleton, MCAS Yuma, MAGTFTC 29 Palms, MCB Bridgeport, and MCAS Miramar.

The FSR and HVAC Mechanics shall:

5.6.1 Perform routine preventive maintenance and repair on the LARCS equipment, data centers, physical infrastructures (towers, shelters, AC, UPS, generator systems, and cabling). Tasking may include traversing rugged terrain in remote locations with no facilities.

5.6.2 Coordinate subject repair maintenance with Marine Corp base facilities personnel.

5.6.3 Record all Service Call, maintenance and sustainment activities (CDRL A007).

5.6.4 Travel to NSWC Corona, MCAS Yuma and MCAGCC 29 Palms to perform required maintenance and repair of LARCS and/or data center equipment, or to attend meetings/training.

5.7 Management Support

The Contractor is responsible for all requirements for task completion under this acquisition.

5.7.1 Contract Summary Report (Monthly Status Report). The Contractor shall provide a written monthly status report to the Contracting Officer/Contract Specialist, and COR. The monthly status reports shall document work accomplished and plans on all tasks in Paragraph 5 and address progress toward program milestones and performance measures. In addition, the monthly status reports shall address deliverables, accomplishments, progress, delays, schedule change proposals and approvals, problems and issues, staffing status and issues, and projected tasks and deliverables for the following month (CDRL A001).

5.7.2 Financial Reporting System. Contractor shall establish and maintain a financial accounting system which shall permit automated recovery of contract costs by NSWC Corona Department Cost Centers. NSWC Corona Departments will provide the NWA/SLIN Numbers to the Contractor for input into their financial accounting system. The Contractor shall provide cost information in a format that allows for automated input into NSWC Corona's financial system.

5.7.3 Monthly Cost Report. Contractor shall provide monthly cost reports to the Contracting Officer/Contract Specialist and COR (CDRL A002).

5.7.4 Contractor Self-Evaluation

5.7.4.1 The Contractor shall provide Quarterly Self –Evaluation Process Review Report (Contractor Self-Evaluation). The first evaluation will cover the period ending three months after date of contract award with successive evaluations being performed for each three-month period thereafter until the Contractor completes performance under this Task Order. The Contractor Self Evaluation shall use the same criteria as the CPARS.

5.7.4.2 For the first period and each subsequent three-month period, the Government will evaluate the Contractor's

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performance. The evaluation will encompass all work performed by the Contractor at any time during the three-month period but will not include cumulative information from prior reports. For each period, the Contractor will complete a self- assessment of the performance provided, to be delivered to the COR and Contract Specialist no later than 15 days after the end of the period of performance (CDRL A004).

5.7.5 Navy Training Systems Plan

5.7.5.1 NSWC Corona Mandatory Training Compliance Requirements

Contractor personnel shall satisfy the NSWC Corona mandatory training requirements quarterly and report compliance via (CDRL A005) Training Requirements Report. The COR will formally notify Contractor management of changes to the mandatory courses as required. Mandatory training courses listed below shall be added to the template and will be documented on the training template which accompanies CDRL A005. The training template will be updated and submitted to the COR quarterly. Current reportable mandatory training requirements include:

5.7.5.1.1 Level 1 Antiterrorism Awareness Training per DoDI 2000.16 DoD Antiterrorism (AT) Standards, DoDI 2000.12 DoD Antiterrorism (AT) Program, and OPNAVINST 3300.53B Navy Antiterrorism (AT) Program.

5.7.5.1.2 Trafficking in Persons Awareness Training (30 Minutes), per DEPSECDEF Memo dated 6 Mar 08 and CNO Instruction 5300.11 dated 14 Apr 10.

5.7.5.1.3 Counterintelligence, per DoD Instruction 5240.06 Counterintelligence Awareness and Reporting (CIAR), May 17, 2011.

5.7.5.1.4 IA Annual Awareness Training per 5 CFR 930.301 Information Systems Security Awareness Training Program, DoDI 8500.2 Information Assurance Implementation, DoDD 8570.01 Information Assurance Training, Certification, and Workforce Management, SECNAVINST 5239.3A Department of the Navy Information Assurance Policy, and COMNAVNETWARCOM MSG 021447Z Dec 09.

5.7.5.1.5 Personally Identifiable Information per SECNAV 5211.5E dated 28 Dec 05 and SECNAV MSG 042232OCT2007.

5.7.5.1.6 Records Management Training per SECNAVINST 5210.8D Department of the Navy Records Management Program.

5.7.5.1.7 Security Refresher Training (60 minutes) per NSWCCORDIV M-5510.2 Information and Personnel Security Program 4 Sep 2014.

5.7.5.1.8 Safety Training (various) ESAMS per OPNAVINST 5090.1.

5.7.6 IA Requirements

The Contractor and all their subcontractors shall comply with the Navy's Information Assurance and Personnel Security Requirements for Accessing Government IT Systems (Security Training & IA Training).

5.7.6.1 Access to Government Information Systems

The Contractor may require access to Government Information Systems to perform the duties under this SOW. The Contractor shall access systems on unclassified networked systems including but not limited to NMCI/NGEN closed enclaves, and non-networked systems.

5.7.6.2 SAAR-N

The Contractor shall complete/sign User Authorization Agreements using OPNAV 5239/14 SAAR-N forms (or on-line data base) and privileged Access 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

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certificates to the COR.

5.7.6.3 Non-Disclosure

The Contractor shall not disclose sensitive or proprietary information of, or in the possession of, NSWC Corona or any of its operating units. Contractor employees will be required to sign a Government provided non-disclosure agreement at contract award.

6. GOVERNMENT FURISHED PROPERTY

GFE will be provided for use by the Contractor in the performance of this Task Order (Attachment 2 in Section J).

6.1 NMCI laptops with docking stations and monitors may be provided as GFE to those contractors working offsite or at remote working locations (satellite offices) requiring access to Government server, programs or network.

6.2 Peripheral equipment for remote working locations (satellite offices) will be provided by the Contractor (start-up cost) and will NOT be provided as GFP, such as copiers, scanners, printers or desktop computers/laptops. This will be deemed as overhead costs. Computer/copier support agreements and consumable supplies (toner, fusers, paper, pens) shall also be deemed overhead. ISP service along with rent, utilities and cleaning services are also overhead.

6.3 Contractors will be allowed to use Contractor-owned equipment at NSWC Corona sites to perform IT, IA and C&A tasks provided the equipment is compliant with DoD and DoN IA directives. The NSWC Corona IAM must approve in writing all Contractor equipment used to perform work on this SOW.

7. DELIVERABLES

The contractor shall provide deliverables as described in the SOW and CDRLs. Format and delivery schedule for deliverables shall be outlined in the CDRLs. Applicable CDRLs are listed as Exhibit A in Section J.

7.1 Encryption of Deliverables

The Contractor shall encrypt deliverables processed at the Contractor's facility when delivering them to Government facilities. FOUO information shall not be transmitted via unprotected systems e.g., the Internet, unless fully encrypted to current DoD standards.

8. ACRONYM LIST

Acronym	Definition
AC	Air Conditioning
C&A	Certification and Accreditation
CDRL	Contract Data Requirements List
CNO	Chief of Naval Operations
COR	Contracting Officer's Representative
CPARS	Contractor Performance Assessment Reporting System
CTS	Communication Technical Services
CFR	Code of Federal Regulation
DoD	Department of Defense
DoN	Department of Navy
ERP	Enterprise Resource Planning
ESAMS	Enterprise Safety Application Management System
ESRI	Environmental Systems Research Institute
FAO	Functional Authorizing Official
FOUO	For Official Use Only
FSR	Field Service Representative

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GENSER	General Service
GFE	Government Furnished Equipment
GFP	Government Furnished Property
GIS	Geographic Information Systems
GPS	Global Positioning System
HVAC	Heating, Ventilation and Air Conditioning
IA	Information Assurance
IAM	Information Assurance Manager
IEEE/EIA Std.	Institute of Electrical and Electronics Engineers/Electronic Industries Alliance Standard
ISP	Internet Service Provider
ISSM	Information System Security Manager
IT	Information Technology
KML	Keyhole Markup Language
KMZ	Keyhole Markup Language Zipped
LARCS	Low Altitude Radio Communication System
MC	Marine Corps
MCAGCC	Marine Corps Air Ground Combat Center
MCAS	Marine Corps Air Station
MAGTFTC	Marine Corps Air-Ground Task Force Training Command
MCB	Marine Corps Base
NAO	Navy Authorizing Official
NAVSEA	Naval Sea Systems Command
NGEN	Next Generation Enterprise Network
NMCI	Naval Marine Corps Intranet
NSWC	Naval Surface Warfare Center
NSWCCORDIV	Naval Surface Warfare Center Corona Division
NWA	Network Activity
OEM	Original Equipment Manufacturer
OPNAV	Office of the Chief of Naval Operations
POA&M	Plan of Action and Milestones
RLSS	Range Laser Safety Specialist
RMF	Risk Management Framework
SAAR-N	System Authorization Access Request – Navy
SDP	Software Development Plan
SECNAV	Secretary of the Navy
SLIN	Sub Line Item Number
SOW	Statement of Work
SRAM	System Replacement and Modernization
UPS	Uninterruptible Power Supply
USGS	United States Global Resources

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HQ C-1-0001 ITEMS 7x99 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

(End of Text)

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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.

(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-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

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

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

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

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

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

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

(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 the Proposal submitted on 21 July 2017 in response to NAVSEA NSWC Corona Solicitation No. N6426717R3011.

(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-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of

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performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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

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

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

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

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

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

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

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

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

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies

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provided by law or elsewhere included in this contract.

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

(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:

(1) The support contractor not disclose any information;

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

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

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

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

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact the cognizant contracting officer 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) (SEP 2012)

(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 Std. 12207:2008;

(2) Contain the information defined by ISO/IEC/IEEE 15289:2011, section 7.3 (generic content) and the Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process in Table 2 of ISO/IEC/IEEE 15289:2011. 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

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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 Std. 12207:2008 as appropriate. Such processes shall be equivalent to those articulated by CMMI@;

(5) Include the content defined by all information items listed in Table 2 of ISO/IEC/IEEE 15289:2011, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE 15289:2011, 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 Std. 12207:2008, 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 7.3 of ISO/IEC/IEEE 15289:2011, 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 and shall not vary significantly 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.

(End of Text)

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

Unless otherwise specified in this requirement, all materials (including physical data deliverables) shipped under this procurement shall be packaged, labeled and transported in manners consistent with accepted industry standards and business practices to prevent damage and deter loss.

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HQ D-1-0001 PACKAGING OF DATA

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 with Change 1 dated 28 March 2013.

(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:

TBD

(Name of Individual Sponsor)

NSWC Corona Division

(Name of Requiring Activity)

Corona, CA

(City and State)

(End of Text)

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SECTION E INSPECTION AND ACCEPTANCE

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HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA

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

(End of Text)

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

Items 7000-7400 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/19/2017 - 9/18/2018
7001AA	9/19/2017 - 9/18/2018
7001AB	9/19/2017 - 9/18/2018
7001AC	9/19/2017 - 9/18/2018
7001AD	9/19/2017 - 9/18/2018
7001AE	9/19/2017 - 9/18/2018
7001AF	9/19/2017 - 9/18/2018
7001AG	9/19/2017 - 9/18/2018
7001AH	9/19/2017 - 9/18/2018
7001AJ	9/19/2017 - 9/18/2018
7001AK	9/19/2017 - 9/18/2018
9000	9/19/2017 - 9/18/2018
9001AK	9/19/2017 - 9/18/2018

CLAUSES INCORPORATED BY FULL TEXT

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

ITEM(S)	FROM	TO
7000	9/19/2017	9/18/2018
7099	9/19/2017	9/18/2018
9000	9/19/2017	9/18/2018
7100	9/19/2018	9/18/2019
7199	9/19/2018	9/18/2019
9100	9/19/2018	9/18/2019
7200	9/19/2019	9/18/2020
7299	9/19/2019	9/18/2020
9200	9/19/2019	9/18/2020
7300	9/19/2020	9/18/2021
7399	9/19/2020	9/18/2021
9300	9/19/2020	9/18/2021
7400	9/19/2021	9/18/2022
7499	9/19/2021	9/18/2022
9400	9/19/2021	9/18/2022

(End of Text)

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

CLAUSES INCORPORATED BY REFERENCE

252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Request and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

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.

N/A

(End of Text)

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S
REPRESENTATIVE

ATTN: TBD
NAVAL SURFACE WARFARE CENTER
CORONA DIVISION
P.O. BOX 5000
Telephone No. 951-393-XXXX
Email: TBD@navy.mil

(End of Text)

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

CONTRACT SPECIALIST

ATTN: PEDRO RIVAS
NAVAL SURFACE WARFARE CENTER
CORONA DIVISION
1999 FOURTH STREET BUILDING 523
NORCO, CA 92860
Telephone No. 951-393-4535
Email: pedro.rivas@navy.mil

CONTRACTING OFFICER

ATTN: DESIREE DERUYTER
NAVAL SURFACE WARFARE CENTER
CORONA DIVISION
1999 FOURTH STREET BUILDING 523
NORCO, CA 92860
Telephone No. 951-393-5530
Email: desiree.deruyter@navy.mil

(End of Text)

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

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

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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.

(End of Text)

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 Work Flow (WAWF).

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

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

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

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

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

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

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

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

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

Cost Voucher

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

Destination/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*

Field Name in WAWF	Data to be entered in WAWF
Contract Number	[REDACTED]
CAGE Code	[REDACTED]
Pay Official DoDAAC	[REDACTED]
Issue By DoDAAC	[REDACTED]
Admin DoDAAC	[REDACTED]
Inspect By DoDAAC	[REDACTED]
Ship To Code	[REDACTED]
Ship From Code	[REDACTED]
Mark For Code	[REDACTED]
Service Approver (DoDAAC)	[REDACTED]
Service Acceptor (DoDAAC)	[REDACTED]
Accept at Other DoDAAC	[REDACTED]
LPO DoDAAC	[REDACTED]
DCAA Auditor DoDAAC	[REDACTED]
Other DoDAAC(s)	[REDACTED]

(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_COMPTR0L@NAVY.MIL
TBD@navy.mil
pedro.rivas@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:

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

Accounting Data

SLINID	PR Number	Amount
7001AA	[REDACTED]	[REDACTED]

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LLA :

Cost Center:

Funding provided for in-house technical support associated with receipt, assembly, and testing of equipment purchased under the System Replacement and Modernization Projects. TI-5: Engineering Techs - SRAM.

7001AB

LLA :

Cost Center:

INVOKING 10 U.S.C. 2410 (a) AUTHORITY POP 9/19/2017 - 9/18/2018
Funding provided for technical and logistical support in support of the Tactical Training Range (TTR) Range Infrastructure Support for the Rotary Wing (RW) Tracking System (RTS). TI-5: Engineering Techs - Sustainment.

7001AC

LLA :

Cost Center:

INVOKING 10 U.S.C. 2410 (a) AUTHORITY POP 9/19/2017 - 9/18/2018
Funding provided for laser range safety surveys, analysis, and conduct an assessment for laser safety for applicable scenarios at the ranges at the Naval Seal Warfare NSW) Camp Atterbury, Indiana.
TI-4: GIS Laser

7001AD

LLA :

Cost Center: 86N01RS330 NWA:

INVOKING 10 U.S.C. 2410 (a) AUTHORITY POP 9/19/2017 - 9/18/2018
Funding provided for Program Management support for the Sustainment and Upgrading of Data Centers on the West Coast Under Marine Corps Installation West (MCIWEST).
TI-1: Program Management - HVAC MCI-West

7001AE

LLA :

Cost Center:

INVOKING 10 U.S.C. 2410 (a) AUTHORITY POP 9/19/2017 - 9/18/2018
Funding for laser range safety surveys and analysis in support of the West Coast Tactical Training Ranges. TI-4: GIS Laser.

7001AF

LLA :

Cost Center:

INVOKING 10 U.S.C. 2410 (a) AUTHORITY POP 9/19/2017 - 9/18/2018
Funding for laser range safety surveys and analysis in support of the East Coast Tactical Fleet Training Ranges. TI-4: GIS Laser.

7001AG

LLA :

Cost Center:

INVOKING 10 U.S.C. 2410 (a) AUTHORITY POP 9/19/2017 - 9/18/2018
Funding for laser range safety surveys and analysis in support of Combat Shooting Ranges at Mid-South Institute. TI-4: GIS Laser.

7001AH

LLA :

Cost Center:

INVOKING 10 U.S.C. 2410 (a) AUTHORITY POP 9/19/2017 - 9/18/2018
Funding provided for laser range safety surveys, analysis, and conduct an assessment for laser safety for applicable scenarios at the ranges at the Naval Seal Warfare (NSW) San Clemente Island. TI-4: GIS Laser .

7001AJ

LLA :

Cost Center:

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INVOKING 10 U.S.C. 2410 (a) AUTHORITY POP 9/19/2017 - 9/18/2018
Funding provided for technical and logistical support to perform preventative and corrective maintenance of collateral IT infrastructure system supporting MCIWEST data centers, area distribution nodes, and telecommunication spaces. TI-3: Engineering Techs - HVAC MCI-West.

7001AK [REDACTED] [REDACTED]
LLA :

Cost Center: [REDACTED]

INVOKING 10 U.S.C. 2410 (a) AUTHORITY POP 9/19/2017 - 9/18/2018
Funding provided for technical and logistical for the Sustainment and Upgrading of Data Centers on the West Coast Under Marine Corps Installation West (MCIWEST).
TI-3: Engineering Techs - HVAC MCI-West.

9001AK [REDACTED] [REDACTED]
LLA :

Cost Center: [REDACTED]

INVOKING 10 U.S.C. 2410 (a) AUTHORITY POP 9/19/2017 - 9/18/2018
Funding provided for technical and logistical for the Sustainment and Upgrading of Data Centers on the West Coast Under Marine Corps Installation West (MCIWEST).
TI-3: Engineering Techs - HVAC MCI-West.

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

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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 – ALTERNATE I (MAY 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that [REDACTED] man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of [REDACTED] hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this Paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in Paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately [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,

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provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following Paragraph.

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

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

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

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

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

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

(End of Text)

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

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the

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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".

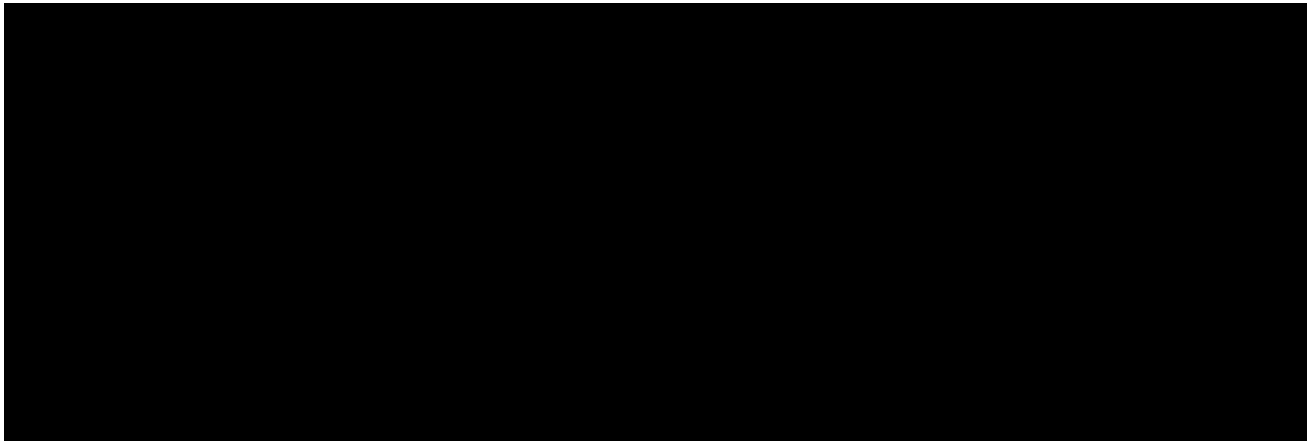
(c) GIDEP materials, software and information are available without charge from:

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)

(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:



(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 N/A 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)

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with

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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)

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

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

(End of Text)

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)

The Government will provide only that property identified in Section J, Attachment 2 GFP, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified Government property for use in the performance of this contract.

(End of Text)

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCES

52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-60	Paycheck Transparency (Executive Order 13673)	OCT 2016
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
252.203-7004	Display of Hotline Posters	OCT 2016
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.244-7001	Contractor Purchasing System Administration	MAY 2014

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

CLAUSES INCORPORATED BY FULL TEXT

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 Task Order. 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 30 days.

(End of Clause)

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

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

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
7100, 7199, 9100	No later than 12 months after Task Order award date
7200, 7299, 9200	No later than 24 months after Task Order award date
7300, 7399, 9300	No later than 36 months after Task Order award date
7400, 7499, 9400	No later than 48 months after Task Order award date

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

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

(End of Clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 or the overtime premium is paid for work –

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class



GS/WG Equivalent



(End of Clause)

52.219-7009 SECTION 8(a) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling

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and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

SBA Los Angeles District Office

330 N. Brand Blvd.

Glendale, CA 91203

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that^{3/4}

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

**252.219-7010 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS
— PARTNERSHIP AGREEMENT (MAR 2016)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the Offeror's approved business plan is on the file and serviced by SBA Los Angeles District Office.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) Offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas, unless—

(i) The SBA has determined that there are no small business manufacturers or processors in the Federal market place in accordance with FAR 19.502-2(c);

(ii) The acquisition is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, in which case a small business concern may furnish the product of any domestic firm; or

(iii) The acquisition is a construction or service contract.

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(2) The VSolvit, LLC will notify the NSWC Corona Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining

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whether development was at government, private, or mixed expense.

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

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

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

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

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

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

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

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

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

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

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are—

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

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

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

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(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

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

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

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

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

Technical Data to be Furnished	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
With Restrictions*	Assertion**	Category***	Restrictions****
Not Applicable	Not Applicable	Not Applicable	Not Applicable

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

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

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

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

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

Date	<u>19 July 2017</u>
Printed Name and Title	<u>Ms. Payal Kamdar, COE and President</u>
Signature	<u>See Successful Offeror's Proposal Fill-in Clauses</u>

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.	<u>N/A</u>
Contractor Name	<u>N/A</u>
Contractor Address	<u>N/A</u>
Expiration Date	<u>N/A</u>

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

(End of legend)

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

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LIMITED RIGHTS

Contract No. N/A
Contractor Name N/A
Contractor Address N/A

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. N/A, License No. N/A. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

(h) Removal of unjustified and nonconforming markings.

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

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this

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contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

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

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

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

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

(End of clause)

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252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

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

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

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

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

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

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

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

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

Technical Data or Computer Software to be Furnished	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
With Restrictions*	Not Applicable	Not Applicable	Not Applicable

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

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

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

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

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

Date	<u>19 July 2017</u>
Printed Name and Title	<u>Ms. Payal Kamdar, President and CEO</u>
Signature	<u>See Successful Offeror's Proposal Fill-in Clauses</u>

(End of identification and assertion)

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

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

(End of provision)

SECTION J LIST OF ATTACHMENTS

HQ J-2-0002 CONTRACT LANGUAGE FOR SECTION J

The following documents, exhibits, and other attachments form a part of this Task Order:

Exhibit A	[REDACTED]
Attachment 1	General Requirements
Attachment 2	GFP Listing
Attachment 3	Level of Effort
Attachment 4	DD 254
Attachment 5	Wage Determination No. 2015-5636 Rev5 for California County of San Diego

(End of Text)