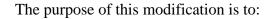
AMENDMENT OF SOLICITATION/	MODIFICATION O	F CONTRACT	1. CONTRACT ID CODE PAGE OF U 1	PAGES			
2. AMENDMENT/MODIFICATION NUMBER P00027	3. EFFECTIVE DATE 09/29/2020	4. REQUISITION/PURCHASI	REQUISITION NUMBER 5. PROJECT NUMBER (If a				
6. ISSUED BY CODE	N64267	7. ADMINISTERED BY () C			
NSWC, CORONA DIVISION		DCMA LOS AI	MGELES				
Corona Division 2300 Fifth Street		6230 Van Nuys					
Norco, CA 92878-5000		Van Nuys, CA					
8. NAME AND ADDRESS OF CONTRACTOR (Number, street	et, county, State and ZIP Cod		(X) 9A. AMENDMENT OF SOLICITATION NUMB	BER			
AdvantEdge Technology							
271 Market Street Suite 15			9B. DATED (SEE ITEM 11)				
Port Hueneme, California 93041		-	10A. MODIFICATION OF CONTRACT/ORDE	ED NI IMBE			
Tott Hadridine, Camerina 666 F			N00178-04-D-4005/N6426719F				
				3003			
CODE 3PQL7 FAC	CILITY CODE 141934278	,	10B. DATED (SEE ITEM 13) 03/08/2019				
	ONLY APPLIES TO		*****				
The above numbered solicitation is amended as set forth	n in Item 14. The hour and d	ate specified for receipt of Of	fers is extended. is not extended.				
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSONUMBER IN ITEM 10A.	PT OF OFFERS PRIOR TO addy submitted, such change nendment, and is received prior and seemed by the seement of	THE HOUR AND DATE SPE may be made by letter or ele ior to the opening hour and d ECTION G DIFICATIONS OF CO R NUMBER AS DESC y) THE CHANGES SET FOR FLECT THE ADMINISTRATI E AUTHORITY OF FAR 43.1	CIFIED MAY RESULT IN REJECTION OF YOUR OF ctronic communication, provided each letter or electroate specified. NTRACTS/ORDERS. RIBED IN ITEM 14. ITH IN ITEM 14 ARE MADE IN THE CONTRACT OR OVER CHANGES (such as changes in paying office,	onic			
E. IMPORTANT: Contractor is not is is	s required to sign this d	locument and return _	copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organisms) SEE PAGE 2 Except as provided herein, all terms and conditions of the document of the	·	or 10A, as heretofore change					
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA 16C. DATE	SIGNED			
(Signature of person authorized to sign)	<u> </u>	(Signature	of Contracting Officer) 09/29/2	2020			

General Information



- 1. De-Obligate funding
- 2. Update FAR Clause 5252.232-9104 Allotment of Funds (Jan 2008).

No LLA Changes.

The total amount of funds obligated to the task order is hereby decreased

										L DA OF 1 OF
		ORDER	FOR SUPPLI	ES (OR SERVICES	S				PAGE 1 OF 63
1. CONTRACT/P	URCH ORDER/AGREEMENT NO.	2. DELIVERY	ORDER/CALL NO.		3. DATE OF ORDER		4. REQUISIT	ION/PURCE	REQUEST NO.	5. PRIORITY
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Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
Cost Typ	pe / NS	P Items:				NSP	

Cost Type Items:

Item **PSC** Supplies/Services Qty Unit Est. Cost Fixed Fee **CPFF** Cost Type / NSP Items: Cost Type Items: Item PSC Supplies/Services Qty Unit Est. Cost **Fixed Fee CPFF** Cost Type / NSP Items: NSP Cost Type Items:

Qty Unit

Est. Cost

Fixed Fee

CPFF

Item PSC

Supplies/Services

Page 4 of 63

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

Cost Type / NSP Items:

Cost Type Items:

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

Cost Type / NSP Items:

Cost Only Items:

Item PSC Supplies/Services Qty Unit Est. Cost

NOTE 1: LEVEL OF EFFORT

For the labor items listed above (CLINs 7000, 7100, 7200, 7300, 7400), the Contractor shall provide the labor hour specified in the labor CLINs 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

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

NOTE 4: ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Contracting Officer 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)

Applicable to CLINs: 7000, 7100, 7200, 7300, 7400

- (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)

Applicable to CLINs: 9000, 9100, 9200, 9300, 9400

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35

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

- (d) The Contractor shall not be reimbursed for the following daily local travel costs
- (i) Travel at U.S. Military Installations where Government transportation is available
- (ii) Travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) Travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(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)

Section C - Description/Specifications/Statement of Work

STATEMENT OF WORK

1. INTRODUCTION

The Naval Surface Warfare Center Corona Division (NSWC Corona), Measurement Science and Engineering Department is the Navy's research, development, test, and evaluation process, providing independent assessment for nearly 50 years. Today, NSWC Corona is the Navy's premiere independent assessment agent responsible for gauging the warfighting capability of Navy ships and aircraft by assessing weapons and integrated combat systems' performance, readiness, quality, and supportability throughout the system's entire life cycle.

2. BACKGROUND

The Weapons Surveillance and Testing Laboratory (WSTL) provides Strategic Weapons Systems surveillance testing and evaluation of weapon system components by developing test equipment and test procedures, conducting electrical, electronic, radio frequency, mechanical, materials, chemical, destructive and non-destructive tests on components during and after environmental conditioning, analyzing test results for reliability, and publishing stockpile reliability assessment reports from system deployment through system retirement. Additionally, the WSTL provides component trend analysis, failure analyses, special studies, and programmatic policy reviews.

3. SCOPE

NSWC Corona Measurement Science and Engineering Department, Detachment Seal Beach has a requirement to obtain services focused in the areas of Laboratory Operations and Technical Support, Test and Evaluation Process Development, WSTL Logistics Support, Preparation of Specialized Shipping Containers, Configuration Management Control and Technical Editing, Training and Certification Program, Entry Control, and Project Management.

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 (DoN) standards, applicable Federal Information Processing Standards, 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 DoD Instruction 5000.64, Accountability and Management of DoD Equipment and Other Accountable Property http://www.dtic.mil/whs/directives/corres/pdf/500064p.pdf
- 4.2 OPNAVINST 5090.1C, Environmental Readiness Program Manualttp://doni.daps.dla.mil/default.aspx
- 4.3 NOSSAINST 8020.14E, Department of the Navy Shore Station Explosives Safety Compliance Program https://doni.daps.dla.mil/Directives/08000%20Ordnance%20Material%20Support/8020.14A%20W%20CH-1.PDF
- 4.4 NAVSEA OP-5 Volume 1 and appendix G, Ammunition Explosives Safety Ashor<u>attp://www.public.navy.mil/comnavsafecen/Documents/afloat/Surface/CS/RADHAZ/NAVSEA%20OP%203565 vol 1.pdf</u>

- 4.5 OPNAVINST 8023.24C, Navy Personnel Conventional Ammunition and Explosives Handling Qualification and Certification Program http://govdocs.rutgers.edu/mil/navy/8023.24C.pdf
- 4.6 OPNAVINST 5100.23G, Navy Safety & Occupational Health (SOH) Program Manua<a href="http://doni.daps.dla.mil/OPNAV.aspx?RootFolder=%2fDirectives%2f05000%20General%20Management%20Security%20and%20Safety%20Security%20and%20Safety%20Security%20and%20Safety%20Security%20Security%20Security%20Security%20Security%20Security%20Safety%20Security
- 4.7 NAVSEA SO420-AA-RAD010, Radiological Affairs Support Program Manudlttp://www.navair.navy.mil/index.cfm?fuseaction=home.download&key=DA8B5819-498C-44B2-99C9-8FE3A75A057A
- 4.8 MIL-STD-2073, Standard Practice for Military Packaginghttp://www.navair.navy.mil/doing_business/open_solicitations/uploads/N00019-15-R-0001/MIL_STD_2073E.pdf
- 4.9 MIL-STD-129P, Military Marking for Shipping and Storagehttp://www.acq.osd.mil/log/sci/.AIT.html/MIL-STD-129PCH4.pdf
- 4.10 CFR 49 (Code of Federal Regulations), Transportatior http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49tab_02.tpl
- 4.11 EIA-748-A, Earned Value Management System<u>https://www.emcbc.doe.gov/pmo/supporting_files/ansieia_748_may98.pdf</u>
- 4.12 IEEE 1220-2005, Application and Management of the Systems Engineering Processhttps://standards.ieee.org /findstds/standard/1220-2005.html
- 4.13 NAVSEAINST 4855.31, Quality Systems for NAVSEA Laboratories (See Exhibit B
- 4.14 NAVSEAINST 8020.9C, Ammunition and Explosives Personnel Qualification and Certification Program fo Research, Development, Test and Evaluation Activities (See Exhibit B)
- 4.15 SSP OD 66787A, Site Test Plan for MK4/MK4A/MK5 Reentry body surveillance testing at Naval Surface Warfare Center, Crane, Indiana and Seal Beach, California (See Exhibit B
- 4.16 ISO/IEC 17025:2005(E), General Requirements for Competence of Testing and Calibration Laboratorie (Available Upon Request **)
- 4.17 SSP OD 62341R, Fleet Ballistic Missile, Explosive and Hazardous Materials Transportation and Storage Data (Available Upon Request **)
- 4.18 SW020-AF-HBK-010 REV 7, Motor Vehicle Driver and Shipping Inspector's Handbook for Ammunition Explosives, and Related Hazardous Materials (Available Upon Request **)
- 4.19 SW023-AG-WHM-010 REV 6, On-Station Movement of Ammunition and Explosives by Motor Vehicle (Available Upon Request **)
- 4.20 SSP OD 67841D, Nuclear Weapons Related Material (NWRM) Requirements (Provide at Task Order Award
- 4.21 SSP OD 68312A, SSP/Naval Surface Warfare Center- Corona Division Detachment Seal Beach (NSWC- SB Logistic Support Plan (Provide at Task Order Award)
- 4.22 SSP OS 8244L, Preservation, Packaging and Packing, Fleet Ballistic Missile System, General Specification (Provide at Task Order Award)

- 4.23 EIA-649, Configuration Management (Not available for distribution
- ** Must provide a copy of DD Form 2345 approved by DLA in order to receive these documents.

5. REQUIREMENTS

5.0.1 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 in the Labor Categories "Project Manager" and "Technical Writer" (Attachment 7) 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.
- 5.1 Laboratory Operations Technical Support
- 5.1.1 The Contractor shall operate, maintain, calibrate, troubleshoot, repair electrical and mechanical test consoles chromatographic and thermal chemical analyses equipment, including computer controllers and data acquisition systems per the applicable Operations, Maintenance and Calibration procedures and technical or operating manuals, following all technical and safety guidance contained within.
- 5.1.2 The Contractor shall assist with maintenance and inventory of hardware; perform handling, removal and assembly of Radio Frequency (RF) components, electrical components, electro-explosive ordnance devices, energetic materials and electro-mechanical sub-assembly systems. Follow the Quality Evaluation Procedures and work instructions for the handling, operation, and testing of these components which include NAVSEA OP-5 Volume 1, Ammunition Explosives Safety Ashore (including Appendix G) and NOSSAINST 8020.14E, "Ammunition and Explosives Personnel Qualification and Certification Program for Research, Development, Test and Evaluation Activities".
- 5.1.3 The Contractor shall perform test processes using approved Quality Evaluation Procedures and local Standard Operating Procedures for explosives, which include NAVSEA OP-5 Volume 1, Ammunition Explosives Safety Ashore (including Appendix G) and NOSSAINST 8020.14E, "Ammunition and Explosives Personnel Qualification and Certification Program for Research, Development, Test and Evaluation Activities," requirements.
- 5.1.4 The Contractor shall analyze test results and assist in the development of reports to the sponsor concerning performance of test samples and any age-related or other trends.
- 5.1.5 The Contractor shall support the TRIDENT Chemistry and Ordnance Specialist Team (COST) by conducting technical reviews of planned projects and reports, and by presenting WSTL projects to the team.
- 5.2 Test and Evaluation Process Development
- 5.2.1 The Contractor shall develop methods and procedures to determine whether test hardware conforms to performance and safety requirements specified in applicable Ordnance Data directives and Weapons Specifications throughout its life cycle.
- 5.2.2 The Contractor shall develop methods to determine aging phenomena in structural materials, components and energetic materials used in ordnance devices, including materials and chemistry Micro-Level Analyses (MLA). This

involves the development of thermal and chromatographic techniques.

- 5.2.3 The Contractor shall assist in the development of Test Stations/Test Equipment (TS/TE) and test fixtures a needed, to include system design, programming primarily using LabView software, and proofing in accordance with (IAW) DoD Acquisition guidelines.
- 5.3 WSTL Logistics Support
- 5.3.1 The Contractor shall handle and transport explosive materials on base and must maintain qualification and certification IAW NAVSEA OP-5, NOSSAINST 8020.14E, Ammunition and Explosives Personnel Qualification and Certification Program for Research, Development, Test and Evaluation Activities, and local implementation requirements of that instruction. The Contractor shall provide vehicles needed to perform the tasking and ensure an explosive-certified driver is always available.
- 5.3.2 The Contractor shall provide performance based logistics; including tracking warehouse inventory levels executing serial number verifications and preliminary receipt inspections in accordance with local quality evaluation procedures, packaging, handling, and transportation, and schedule and execute shipping and receiving in accordance with base transportation office and sponsor requirements, specifically for Nuclear Weapons Related Material (NWRM) and classified material. The Contractor shall provide vehicles needed to perform the tasking.
- 5.3.3 The Contractor shall inventory equipment, ordnance, and hardware in accordance with sponsor reporting requirements.
- 5.3.4 The Contractor shall process material movement documents on a daily basis to ensure that the Hardware Tracking Database is kept up to date.
- 5.4 Preparing Specialized Shipping Containers
- 5.4.1 The Contractor shall prepare and/or build-up pre-fabricated containers according to sponsor Ordnance Specification Directives Packing Data Sheet (PDS) drawings, and Quality Evaluation Procedures. Efforts include stenciling, build-up, packing with required materials, and inspect/repair or dispose of containers not meeting re-use criteria, and preparing finalized containers for shipment.
- 5.5 Configuration Management Control and Technical Editing
- 5.5.1 The Contractor shall provide configuration management of reports, procedures, document modification requests, and data packages, including preparation, editing, processing, publishing, controlling changes and revisions, maintaining and providing electronic access, and maintaining controlled libraries IAW Special Weapons Ordnance Publications and local work instructions. This task includes converting MS Word and MS Excel documents into Adobe's PDF format to prevent alteration and or duplication IAW local work instructions.
- 5.5.2 The Contractor shall track recurring procedure reviews and forward monthly updates to the Quality Manager
- 5.5.3 The Contractor shall perform technical writing; including formatting test procedures, IAW local work instructions, and editing technical documents and reports.
- 5.5.4 The Contractor shall provide classified support for preparation and delivery of program and laboratory documents, presentations and reports requiring access to Restricted Data (RD), Critical Nuclear Weapon Design Information (CNWDI), and Formerly Restricted Data (FRD). Perform classified control, marking, printing, copying of hardcopy documents in accordance with security policies/procedures.
- 5.5.5 The Contractor shall enter or second-check data entry into the reliability database in accordance with loca work instructions on a daily basis.

5.6 Training and Certification Program

- 5.6.1 The Contractor shall maintain qualification and certification records for all personnel handling ordnance in IAW NAVSEA OP-5 Volume 1, Ammunition Explosives Safety Ashore and NOSSAINST 8020.14E, "Ammunition and Explosives Personnel Qualification and Certification Program for Research, Development, Test and Evaluation Activities. These records may include hard copy folders and electronic OPNAV forms.
- 5.6.2 The Contractor shall track recurring actions required for Radiation Safety, Ammunition and Explosives (A&E and Qual-Cert programs to include annual A&E Screening forms, annual/bi-annual physicals, and licensing re-certifications.
- 5.6.3 The Contractor shall maintain a WSTL certification and training program for all Contractor personnel, and Government personnel, to ensure compliance with program certification and technical requirements. This includes maintaining certification and training folders for all personnel who work in the WSTL; keeping minutes of All-Hands meetings, and tracking make-up training attendance to ensure 100% participation.

5.7 Entry Control

- 5.7.1 The Contractor shall monitor the main building access and maintain the reception area, ensuring all necessary briefings for safety and security are completed prior to building entry, checking in visitors, connecting visitors with their sponsors, and routing incoming calls to the main line as necessary.
- 5.7.2 The Contractor shall administer the badge access system and shall modify individual access levels at th direction of Government managers.

5.8 Project Management

- 5.8.1 The Contractor shall provide project management of programs, such as test equipment development through DoD acquisition milestones, logistics coordination, or testing of TRIDENT hardware. This includes tracking cost, schedule and performance metrics using Earned Value Management (EVM) techniques and making recommendations for resource allocations and work schedule priorities to the Government. Track costs for all projects on a monthly basis and populate monthly reports for WSTL customers with cost, schedule, performance information and graphs.
- 5.8.2 The Contractor shall develop, maintain, and monitor integrated reporting systems effecting program throughout the WSTL with functions and operations that are extensively interrelated using Microsoft Project and other programs or tools. Communicate information for effective evaluation of program operations and milestones using Plans of Actions and Milestones (POA&M) software. Analyze, extract, summarize, and estimate program requirements and prepare programmatic reports, justifications, charts, graphs, statistical and narrative data for top level Program Office presentations and briefings.
- 5.8.3 The Contractor shall provide planning and coordination support for sponsor program reviews, and program meetings. The Contractor shall prepare documentation covering program plans, keep minutes of meetings, budgets, reports, and program schedules as required.
- 5.8.4 The Contractor shall track labor and ODC expenses and provide a monthly report in accordance with CDRL A002.
- 5.9 Laboratory Transportation Support
- 5.9.1 The Contractor shall provide vehicles necessary to transport large and/or heavy equipment, components materials, and support equipment to NSWCCO Detachment Seal Beach.

6. GOVERNMENT FURISHED PROPERTY

- 6.1 Contractors working in Government buildings and occupying Government spaces will be granted use of Government furnished property (GFP) to the extent necessary to perform the requirements of this procurement. Items provided, procured and developed under this Task Order shall be categorized as Government-Furnished Information (GFI) or Government-Furnished Equipment (GFE). Upon completion of any task or termination of this Task Order, disposition of such items shall be in according with written direction of NSWCCO, Command Operations Department.
- 6.2 The Contractor will have necessary use of office furnishings, including desks, cubicles, chairs, filing cabinets and other standard office essentials. Navy-Marine Corps Intranet (NMCI) computers and telephones will be made available for official use only by Contractor at the Government site. Contractors shall be responsible for complying with security regulations regarding telephone, e-mail and internet use. The Contractor shall have access to all GFI and GFE necessary to perform the requirement.
- 6.3 Proper handling of GFI is the responsibility of the Contractors in accordance with Department of Defense and Department of Navy regulations. GFI will be used for official use only. No unauthorized copies or dissemination of GFI shall be made by the Contractor.
- 6.4 Damage to GFE resulting from intentional or negligent misuse by contract personnel is the responsibility of the Contractor for repair or replacement at the discretion of the Government. Damage to GFE during use by Contractors that results from normal usage, pre-existing conditions or anomalies is the responsibility of the Government.
- 6.5 All GFI and GFE shall be returned to the custody of the Government at the expiration of this procurement unless otherwise directed by the government.

7. DELIVERABLES

Deliverables under this Task Order shall be provided in accordance with "DON Policy on Digital Product/Technical Data," ASN RD&A MEMO of 23 Oct 04 and shall be provided in accordance with the Contract Data Requirements Lists (CDRLs), DD Form 1423 and supporting Data Item Descriptions (DIDs).

CDRL	DESCRIPTION	DID
A001	Contractor's Progress, Status and Management Report	DI-MGMT-80227
A002	Performance and Cost Report	DI-FNCL-80912
A003	Contractor's Personnel Roster	DI-MGMT-81834A
A004	Contract Status Report	DI-MGMT-81991
A005	Accident Incident Report	DI-MGMT-82188
A006	Management Plan	DI-MGMT-80004A
A007	Personnel Report	DI-MISC-81419
A008	Training Planning Process Methodology (TRPPM) Report	DI-SESS-81637

8. ELECTRONIC COST REPORTING AND FINANCIAL TRACKING

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cos Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the Contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system (CDRL A004). The Contractor shall use the eCRAFT Labor Crosswalk (Attachment 3) which provides a crosswalk between the awarded labor category and the eCRAFT labor category. The Contractor shall upload the eCRAFT Report utilizing the eCRAFT labor category identified in the eCRAFT Labor Crosswalk. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement

may result in contract termination.

- (b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks It informs the Government of existing or potential problem areas.
- (c) The Contractor's Funds and Man-hour Expenditure Report reports Contractor expenditures for labor, materials travel, subcontractor usage, and other contract charges.
- (1) Access. eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: http://www.navsea.navy.mil/Home/Warfare-Centers /NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/ under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecraft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.
- (2) Submission and Acceptance/Rejection. The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

9. ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA

(a) The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center, Corona Division, via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address.

www.ecmra.mil

(b) Reporting inputs will be for the labor executed during the period of performance during each Government fisca year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at www.ecmra.mil.

CLAUSES INCORPORATED BY FULL TEXT

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)

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-2-0014 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 Proposal submitted on 4 May 2018, in response to NAVSEA NSWC Corona Solicitation No. N6426718R3004.
- (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-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE (NAVSEA) (SEP 2009)

- (a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for
- (1) The specifications set forth in Section C, and
- (2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.
- (b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication

which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

- (c)(1)The Contracting Officer may at any time by written order:
- (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 o Schedule C, as applicable; or
- (ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or
- (iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.
- (2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract the Contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(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 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 afte 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 o 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 o

situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract

(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, o 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 dire 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)

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-1-0002 PACKAGING OF SUPPLIES

Applicable to CLINs: 9000, 9100, 9200, 9300, 9400

The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

(End of Text)

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

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

- (1) Name and business address of the Contractor
- (2) Contract number
- (3) Contract dollar amount
- (4) Whether the contract was competitively or non-competitively awarded
- (5) Sponsor

(Name of Individual Sponsor)
NSWC Corona
(Name of Requiring Activity)
Corona, CA

(City and State)

(End of Text

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA

Applicable to CLINs: 7099, 7199, 7299, 7399, 7499

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

(End of Text)

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

Applicable to CLINs: 7000, 7100, 7200, 7300, 7400

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

(End of Text)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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, Exhibit A.

(End of Text)

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

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Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

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

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018

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(b) The entire Task Order is cost type.

(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 WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- "Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
- (1) Document type. The Contractor shall submit payment requests using the following document type(s):
- (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
- (ii) For fixed price line items—
- (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

<u>Invoice and Receiving Report Combo</u>

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice and Receiving Report Combo

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.
- (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
- (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	N00178-04-D-4005
Delivery/Task Order Number	N64267-19-F-3005
CAGE Code	3PQL7
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N64267
Admin DoDAAC	S0512A
Inspect By DoDAAC	N64267
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N64267
Service Acceptor (DoDAAC)	N64267
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA724
Other DoDAAC(s)	N/A

- (4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
- (5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
- (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.
- --For WAWF issues, contact Mr. Scott Wobken at 951-393-5131 or scott.wobken@navy.mil
- --For vendor pay issues, contact Ms. Dolores Gonzalez at 951-393-4459 or dolores.gonzalez@navy.mil
- --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 COMPTROL@navy.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

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 NAVAL SURFACE WARFARE CENTER CORONA DIVISION P.O. BOX 5000 CORONA, CA 92878-5000

(End of Text)

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

CONTRACT SPECIALIST NAVAL SURFACE WARFARE CENTER CORONA DIVISION 1999 FOURTH STREET BUILDING 510 NORCO, CA 92860

CONTRACTING OFFICER NAVAL SURFACE WARFARE CENTER CORONA DIVISION 1999 FOURTH STREET BUILDING 510 NORCO, CA 92860

(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 cost incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as

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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 Dat 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)

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Section H - Special Contract Requirements

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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 thi 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 th 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 th 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 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 0 man-hours are uncompensated effort

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effor

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) I is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following Paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labo 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 tota 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 o 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 Exchang Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert Paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from: GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000 Phone: (951) 898-3207 FAX: (951) 898-3250

Internet: http://www.gidep.org

(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.:

- (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/SLIN<u>N/A</u> 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 o 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 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 detail 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 o 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 i 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 o the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCES

52.204-18	Commercial and Government Entity Code Mainte		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surve		
52.210-1	Market		
52.219-6	Notice of Total Small Business S		
52.222-40	Notification of Employee Rights Under the National Labor Relations		
52.222-60	Paycheck Transparency (Executive Order 13		
52.222-62	Paid Sick Leave (Executive Order 13		
52.223-5 (Alt 1) Pollution Prevention and Right-to-Know Information (MAY 2011)			
52.223-10	Waste Reduction Program		
52.224-3	Privacy		
52.237-2	Protection of Government Buildings, Equipment, and Ve		
252.203-7003	Agency Office of the Inspector General (DEC		
252.203-7004	Display of Hotline Posters (OCT		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber In		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT		
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Material (SEP		
252.244-7001	Contractor Purchasing System Administration (MAY		

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 10 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.

- (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 fiv (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)

- (a) The use of overtime is authorized under this contract if the overtime premium does not excee $\underline{0}$ or the overtime premium is paid for work –
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns o 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.

Employee Class/Occupation Code	Series/Grade	Monetary Wage
Material Coordinator / 21030	GS-6912-8	\$24.13
Warehouse Specialist / 21410	GS-3502-4	\$17.57 (Change)
Woodworker / 23980	GS-4604-7	\$22.26 (Change)
Engineering Technician IV / 30084	GS-0802-11	\$30.60
Technical Writer I / 30461	GS-1083-9	\$27.70 (Change)
Unexploded Ordnance Technician II / 30492	GS-6641-11	\$33.89 (Change)

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

(End of Clause)

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at 52.245-1, Government Property, apply to all properly acquired under such authorization.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/ http://www.acquisition.gov/far/

(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 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 contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.
- (7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.
- (8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
- (i) Private expense determinations should be made at the lowest practicable level
- (ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.
- (9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.
- (10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.
- (11) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.
- (12) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive

procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

- (13) "Government purpose rights" means the rights to—
- (i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and
- (ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.
- (14) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if
- (i) The reproduction, release, disclosure, or use is —
- (A) Necessary for emergency repair and overhaul; o
- (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, o use of the technical data; and
- (iii) The Contractor or Subcontractor asserting the restriction is notified of such reproduction, release, disclosure, o use.
- (15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.
- (16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
- (b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):
- (1) Unlimited rights. The Government shall have unlimited rights in technical data that are—

- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing o 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; o
- (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.
- (2) Government purpose rights
- (i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—
- (A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)
- (1)(ix) of this clause; or
- (B) Created with mixed funding in the performance of a contract that does not require the development, manufacture construction, or production of items, components, or processes.
- (ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in Paragraph (b)(2) (i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.
- (iii) The Government shall not release or disclose technical data in which it has government purpose rights unless

- (A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or
- (B) The recipient is a Government Contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in Paragraph (f)(2) of this clause.
- (3) Limited rights
- (i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—
- (A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in Paragraph (f) of this clause; or
- (B) Created exclusively at private expense in the performance of a contract that does not require the development manufacture, construction, or production of items, components, or processes.
- (ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.
- (iii) The Contractor, its Subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.
- (iv) The Contractor acknowledges that—
- (A) Limited rights data are authorized to be released or disclosed to covered Government support Contractors
- (B) The Contractor will be notified of such release or disclosure
- (C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support Contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support Contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and
- (D) Any such non-disclosure agreement shall address the restrictions on the covered Government support Contractor's use of the limited rights data as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.
- (4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraph

- (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; o
- (ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose th data have expired or no longer apply.
- (6) Release from liability. The Contractor agrees to release the Government from liability for any release of 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 Office 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 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			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
None	None	None	None

^{*}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.

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

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

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

Date March 20, 2019

Signature See Attachment 5

(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.

Contractor Name:

Contractor Address:

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

portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

LIMITED RIGHTS

Contract No.

Contractor Name:

Contractor Address:

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

(4) Special license rights markings

(End of legend)

(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, License No. (Insert license identifier). Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

- (ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see Paragraph (b)(5) of this clause).
- (5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in Paragraph (f)(1) of this clause shall be followed.
- (g) Contractor procedures and records. Throughout performance of this contract, the Contractor and it Subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—
- (1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and
- (2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.
- (h) Removal of unjustified and nonconforming markings
- (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation or

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

- (2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.
- (i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent o 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 a 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

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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)

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	Contract Data Requirement lists (CDRLs) and Data item Description (DIDs)	
Exhibit B	Applicable Directives	
Attachment 1	DD254	
Attachment 2	General Requirements	
Attachment 3	eCRAFT Labor Crosswalk	
Attachment 4	WD No. 2015-5645 Rev13 (12/23/21019) California, County of Orange	
Attachment 5	Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of	
	Technical Data (252.227-7013)	
Attachment 6	GFP dtd. 3/13/2020	

(End of Text)

Attachment Number	File Name	Description
	Exhibit_B_Directives.pdf	Exhib B Applicable Directives
	Attach_2_General_Requirements.pdf	Attach_2_General_Requirements
	DD254.pdf	Attachment 1 DD254
		Attach 5_Identification and Assertion of Restrictions on Government's Use, Release, or Disclosure of Technical Data (252.227-7013)
	IWD 2015-5645 ndt	Attach 4 WD No. 2015-5645 Rev13 California County of Orange
	Attach_3_eCRAFT_Labor_Crosswalk.xlsx	Attach 3 eCRAFT Labor Crosswalk
	Attachment_6_GFP_dtd13Mar2020.xlsx	Attachment 6 GFP dtd 3/13/2020
	CDRL_and_DID.pdf	Exhibit A CDRLs