ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO.	2. DELIVERY ORDER NO.	3. EFFECTIVE DATE	4. PURCH REQUEST NO.	5. PRIORITY
N00178-10-D-6124	L602	2014 Sep 16	TBD	Unrated

6. ISSUED BY CODE N63394
NSWC, PORT HUENEME DIVISION
4363 Missile Way, BLDG 1217
Port Hueneme CA 93043-4307

7. ADMINISTERED BY CODE S0512A
DCMA LOS ANGELES
16111 Plummer Street, Building 10, 2nd Floor
North Hills CA 91343-2036

8. DELIVERY FOB
- [ ] DEST NATION
- [ ] OTHER
- *(See Schedule if other)*

9. CONTRACTOR CODE 56L11 FACILITY
JSL Technologies, Inc.
1701 Pacific Avenue, Suite 270
Oxnard CA 93033

10. DELIVER TO FOB POINT BY *(Date)*
See Schedule

11. X F BUSINESS IS
- [ ] SMALL
- [ ] SMALL DISADVANTAGED
- [ ] WOMEN-OWNED

12. DISCOUNT TERMS
Net 30 Days
WIDE AREA WORK FLOW

13. MAIL INVOICES TO THE ADDRESS IN BLOCK
See Section G

14. SH P TO CODE
See Section D

15. PAYMENT W LL BE MADE BY CODE HQ0339
DFAS Columbus Center, West Entitlement
P.O. Box 182381
Columbus OH 43218-2381

MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.

16. TYPE OF ORDER
- DELIVERY/CALL [X] This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.
- PURCHASE [ ] Reference your _____ furnish the following on terms specified herein.

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED *(YYYYMMDD)*
JSL Technologies, Inc.		(b) (6) [redacted]	

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT
	See Schedule				

**If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.*

24. UNITED STATES OF AMERICA
BY: /s/Scott W Futrelle 09/16/2014
CONTRACTING/ORDERING OFFICER

25. TOTAL $1,459,395.12

26. DIFFERENCES

27a. QUANTITY N COLUMN 20 HAS BEEN
- [ ] INSPECTED
- [ ] RECEIVED
- [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED: _____

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

c. DATE

d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

e. MA L NG ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

f. TELEPHONE

g. E-MAIL ADDRESS

28. SHIP NO.
- [ ] PARTIAL
- [ ] FINAL

29. D.O. VOUCHER NO.

30. INITIALS

31. PAYMENT
- [ ] COMPLETE
- [ ] PARTIAL
- [ ] FULL

32. PAID BY

33. AMOUNT VERIF ED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I CERT FY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.

a. DATE

b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER

37. RECEIVED AT	38. RECEIVED BY *(Print)*	39. DATE RECEIVED	40. TOTAL CON-TA NERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

GENERAL INFORMATION

The purpose of this amendment is to perform the following:

1. Delete the Graphics IIlustrator labor category from Section C on page 34.
2. Make changes regarding the Word Processing Operators labor category - Word Processing Operator (two/on-site; three/off-site) in section C.
3. Change labor category Administrative Assistant to Administrative Assistant/Word Processor in section C .
4. Correct number of hours to 24,000 in Section C, paragracph 14.0.
5. Correct number of hours to 24,000 in Section B, CLIN 8100.
6. Change CLIN description for CLIN's 8002, 8102, and 8202.
7. Add "Senior" to the second Technical Writer/Editor in Section L, paragraph 4.6.
8. Change sub-factor A in section L.
9. Revise Section L, paragraph 4.6.
10. Remove duplicate paragraphs 2.0 and 2.1 in section M.
11. Add Note D to Section B.

All other terms and conditions remain the same.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Reserved. NSP (O&MN,N)	1.0	LO	$0.00	$0.00	$0.00
7100	R425	Reserved. NSP (O&MN,N)	1.0	LO	$0.00	$0.00	$0.00
		Option					
7200	R425	Reserved. NSP (O&MN,N)	1.0	LO	$0.00	$0.00	$0.00
		Option					

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R425	Base Year: Technical Manual Support Services (O&MN,N)	24000.0	HR	(b) (4)	(b) (4)
800001	R425	PR 1300453391 LINE ITEM# 00001 (O&MN,N)				
800002	R425	PR 1300453391 LINE ITEM# 00004 (O&MN,N)				
800003	R425	PR 1300453705 LINE ITEM# 00001 (O&MN,N)				
800004	R425	PR 1300453108 LINE ITEM# 00001 (O&MN,N)				
800005	R425	PR 1300453108 LINE ITEM# 00002 (O&MN,N)				
800006	R425	PR 1300453108 LINE ITEM# 00003 (O&MN,N)				
800007	R425	PR 1300453887 LINE ITEM# 00001 (O&MN,N)				
8001	R425	Base Year: For CLIN 8000 – data deliverables in accordance with PWS Paragraph(s)6.1-7.0, CDRL(s) A001 - A011, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer in accordance with DFARS 252.227-7017. Theprice/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Governmentunder CLIN	$0.00	$0.00		
8002	R425	Base Year: For CLIN 8000 – Technical Manualsin accordance with PWS Paragraph(s) 6.1-7.0, CDRL(s) A001 - A011, and applicable DID(s). The Government shall have unlimited rights to all Technical Manuals generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the	$0.00	$0.00		

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Government with the offer in accordance with DFARS 252.227-7017. Theprice/costs for all Technical Manuals generatedby the contractordirectly or indirectly in itsperformance of this procurement effort is included in the price/costs paid by the Governmentunder CLIN				
8100	R425	Option One: Technical Manual Support Services (O&MN,N)	24000.0	HR	(b) (4)	(b) (4)
		Option				
8101	R425	Option Year One: For CLIN 8100 – data deliverablesin accordance with PWS Paragraph(s) 6.1-7.0, CDRL(s) A001 - A011, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer in accordance with DFARS 252.227-7017. Theprice/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Gov	$0.00	$0.00		
		Option				
8102	R425	Option Year One: For CLIN 8100 – Technical Manualsin accordance with PWS Paragraph(s) 6.1-7.0, CDRL(s) A001 - A011, and applicable DID(s). The Government shall have unlimited rights to all Technical Manuals generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer in accordance with DFARS 252.227-7017. Theprice/costs for all Technical Manuals generatedby the contractordirectly or indirectly in itsperformance of this procurement effort is included in the price/costs paid by the Governmentunder CLIN(s) 8100. (O&M	$0.00	$0.00		
		Option				
8200	R425	Option Two: Technical Manual Support Services (O&MN,N)	24000.0	HR	(b) (4)	(b) (4)
		Option				
8201	R425	Option Year Two: For CLIN 8200 – data deliverablesin accordance with PWS Paragraph(s) 6.1-7.0, CDRL(s) A001 - A011, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer in accordance with DFARS 252.227-7017. Theprice/costs for all data/tech data generated bythe contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the	$0.00	$0.00		

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Governmentunder CLIN				
		Option				
8202	R425	Option Year Two: For CLIN 8200 – Technical Manualsin accordance with PWS Paragraph(s) 6.1-7.0, CDRL(s) A001 - A011, and applicable DID(s). The Government shall have unlimited rights to all Technical Manuals generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer in accordance with DFARS 252.227-7017. Theprice/costs for all Technical Manuals generatedby the contractordirectly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Governmentunder CLIN	$0.00	$0.00		
		Option				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODC in support ofCLIN 7000 (O&MN,N)	1.0	LO	$28,995.12
900001	R425	PR 1300453887 LINE ITEM# 00002 (O&MN,N)			
9100	R425	ODC in support ofCLIN 7100 (O&MN,N)	1.0	LO	$18,747.98
		Option			
9200	R425	ODC in support ofCLIN 7200 (O&MN,N)	1.0	LO	$19,099.44
		Option			

NOTE A: (CDRL) (CLIN 8001, 8002, 8101, 8102, 8201, and 8202)
This is a "Not Separately Priced" (NSP) CLIN. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 8001, 8002, 8101,8102, 8201, and 8202.

NOTE B: Base Period Items - Base Period SLINs (8000, 8001, 9000)
The Base Period of one year will commence on the date of Task Order award.

NOTE C: (Reserved CLIN's) CLIN 7000, 7100, and 7200 are reserve CLIN's and are Not Seperately Priced. The price/costs for these CLIN's are included in the price/costs paid by the Government under CLIN(s) 9000, 9100, and 9200. No Fee is allowed.

NOTE D: CLIN's 9000, 9100 and 9200 (OTHER DIRECT COST)
These CLIN's are not to exceed line items and are not guaranteed. Any travel

charged under these CLIN's are subject to the Joint Travel Regulations. Fee on ODC's is not authorized.

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.

HQ-B-2-0009 NOTE (CDRL)

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

HQ-B-2-0010 NOTE (OPTION)

Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

The base period of the task order will be FFP and (if the options are exercised) the option periods will be FFP.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant 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 incident 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 incident 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-2-0022 CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)

This entire contract is fixed price.

(End of Text)

SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 INTRODUCTION

This procurement shall provide technical manual support services to the Air Dominance Department of the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD), Port Hueneme, California. NSWC PHD is a field activity and designated In-Service Engineering Agent (ISEA) for the Naval Sea Systems Command (NAVSEA).

2.0 BACKGROUND

The Aegis Weapon System (AWS) Technical Documentation Branch, A35, provides Technical Manual (TM) support for AWS programs and serves as Technical Manual Management Agent (TMMA), Technical Manual Print on Demand System (TMPODS) or Naval Logistics Library (NLL) or technical manual developer in compliance with NAVSEAINST 4160.3. These programs are served by the Air Dominance Department, including Aegis (Baselines 3A through 9, Cruiser and Destroyer Conversion and Modernization, Ballistic Missile Defense (BMD), Foreign Military Sales (FMS), Fleet Modernization Program (FMP), and Surface Combatants (SC) (MK92 for FFG7, MK74 for DDG993, Depot Support, and Combat Systems Alignments, and AEGIS Ashore activities).

The majority of the workload is associated with AWS TMs that include approximately 3,500 active Technical Manual Identification Numbering System (TMINS) Electronic Technical Manuals (ETMs) that are distributed in Portable Document Format (PDF) format. In addition, other initiatives may increase workload in FMS and non-Aegis support programs. Assistance from experts and specialists in TM formatting and editing, configuration management, TM processes, and media distribution is required to address these challenges.

The objective of this effort is to obtain services that shall provide recommendations to, and shall implement technical manual management decisions by civil service personnel. The desired results of this Performance Work Statement (PWS) are technical manual products that are delivered on schedule with technical accuracy verified, and Standard NAVSEA Integrated Publishing Process (SNIPP) compliant as a result of the TM support services provided by the contractor.

3.0 SCOPE

The contractor shall provide technical, production, and electronic recordkeeping services to support the writing, editing,

distribution, and maintenance of technical documents including documentation preparation, planning, development, Quality Assurance (QA), Compact Disc – Read Only Memory (CD-ROM) mastering, CD-ROM duplication, electronic distribution, and TMMA support duties provided by the contractor. These documents include, but are not limited to, paper technical manuals (TMs), Technical Bulletins (TBs), electronic technical manuals (ETMs), and Interactive Electronic Technical Manuals (IETMs). The TM support services shall be on-site at NSWC PHD and the contractor’s facility. All classified work shall be performed on-site at NSWC PHD. Services necessary to support the mission include: Configuration Management; Specialized Distribution Planning; AWS and Non-AWS Technical Documentation and Database Maintenance; Research and Development of software application templates, DTD updates, and formatting and structural changes as deemed necessary by SNIPP requirements.

4.0 General Requirements

This section describes the general requirements for this effort. The following sub-sections provide details of various considerations on this effort

4.1 Non-Personal Services

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

4.2 Business Relations

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

4.3 Contract Administration and Management

The following subsections specify requirements for contract, management, and personnel administration.

4.3.1 Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations at NSWC PHD and the contractor's corporate offices.

4.3.2 Contract Administration

The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support contracts or task orders. The contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on the requirement.

4.3.3 Personnel Administration

The contractor shall provide the following management and support as required. The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract tasks. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

4.4 Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the PCO or Contracting Officer Representative (COR). Cross teaming may or may not be permitted.

4.5 Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The contractor shall ensure the labor categories as defined in the Labor Categories document (see

attachment), labor rates, and man-hours utilized in the performance of each Task Order (PWS line item) issued hereunder will be the minimum necessary to accomplish the task.

The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

4.6 Location and Hours of Work

Accomplishment of the results contained in this PWS requires work at NSWC PHD facilities Bldg 1387 and Bldg 452. Normal workdays are Monday through Friday except US Federal Holidays. Workers typically work eight (8) hours per day, 40 hours per week.

4.7 Travel / Temporary Duty (TDY)

Travel to other government facilities or other contractor facilities may be required and will be specified in the PWS. All travel requirements (including plans, agenda, itinerary, or dates) shall be pre-approved by the government (subject to local policy & procedures), and is on a strictly cost reimbursable basis. Costs for travel shall be billed in accordance with the regulatory implementation of Public Law 99-234 and FAR 31.205-46 Travel Costs (subject to local policy & procedures; may reference FAR).

5.0 APPLICABLE DIRECTIVES/DOCUMENTS

Mandatory Guidance – The following guidance is mandatory for work carried out under this procurement. Guidance in this paragraph is in addition to, not in lieu of, other mandatory guidance in this requirement. If revisions to these guidance documents are published during the period of performance of this requirement, including option periods, if exercised, the revised versions shall become mandatory guidance in lieu of the version here cited:

NAVSEA Technical Specification 9090.310D, “Alterations to Ships Accomplished by Alteration Installation Teams.” This guidance shall apply to all shipboard alteration installations and modernization planning and execution carried out in accordance with any and all parts of this requirement that involve such work.

“Access to the Vessel(s) (AT) (NAVSEA)” (January 1983). This specification is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

“Access to the Vessels by Non-U.S. Citizens (NAVSEA)” (December 2005). This directive is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

“Configuration Management (NAVSEA)” (April 2004). This directive

is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

“Department of Labor Occupational Safety and Health Standards for Ship Repair (NAVSEA)” (September 1990). Applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

“Disposal of Scrap (NAVSEA)” (January 2008). This instruction is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

“Exclusion of Mercury (NAVSEA)” (May 1998). This instruction is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

“Government Surplus Property (NAVSEA)” (September 1990). This requirement is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

“Minimum Insurance Requirements (NAVSEA)” (September 1990). This requirement is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

“Qualification of Contractor Nondestructive Testing (NDT) Personnel (NAVSEA)” (April 2004). This instruction is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

“Special Agreement Regarding Switchboard Subcontracts (NAVSEA)” (June 2000). This requirement applies to all shipboard installation, repair and modernization work planning and execution in this requirement.

“Specifications and Standards (NAVSEA)” (August 1994). Applies to all shipboard installation, repair and modernization work planning and execution in this requirement.

“Standardization – Alternate I (NAVSEA)” (January 2008). Applies to all shipboard installation, repair and modernization work planning and execution in this requirement.

“Updating Specifications and Standards (NAVSEA) (August 1994). Applies to all shipboard installation, repair and modernization work planning and execution in this requirement.

“NAVSEAINST 4160.3, Technical Manual Management Program (TMMP). This is mandatory guidance. The most current version shall be provided to the contractor by the technical code after award.

S0300-A7-AEG-010, 020, 030, 040, Aegis Style Guide for ETMs and TMs. This is mandatory guidance. The most current version shall be provided to the contractor by the technical code after award.

S0005-AA-GYD-070, Quality Assurance for NAVSEA TMs. This is mandatory guidance. The most current version shall be provided to the contractor by the technical code after award.

A35 Aegis Weapon System TM Production Standard Operating Procedures and Processes. These documents are provided as guidance. The most current versions shall be made available to contractor by the technical code after award.

OPNAVAINST 5513.3 (series), Department of the Navy (DoN) Security Classification Guidance for Surface Warfare Programs (U). This is mandatory guidance. The most current version shall be provided to the contractor by the technical code after award.

ATIS Compatibility Testing. This is mandatory guidance. The most current version shall be provided to the contractor by the technical code after award.

T0300-87-AEG-010 AEGIS Style Guide for Foreign Military Sales (FMS)

6.0 PERFORMANCE REQUIREMENTS

The identified tasks are to be performed and delivered in accordance with the requirements stated in each task, unless otherwise directed. Additionally, the Contractor shall provide the necessary timely assistance to meet program emergent requirements as requested by the Program Manager or other properly designated authority. All required written documentation, reports, briefing materials, viewgraphs, budgets, obligation/expenditure reports, and other materials as described below shall be submitted in the requested format, without spelling, grammatical, or calculation errors and in accordance with the directives listed in Section 4.0 Applicable Directives/Documents where appropriate.

6.1 Technical Reviews and Recommendations

6.1.1 The contractor shall support quality assurance reviews of IETM, ETM, TM, and CD-ROM material for adequacy of content and conformance to format standards. Contractor shall provide the review results and comments to respective A35 Technical Manual Management Agent (TMMA) Point of Contact (POC) performed in PWS paragraphs 6.0 (CDRL A001).

6.1.2 The contractor shall perform reviews of Extensible Markup Language (XML), and Standardized Generalized Markup Language (SGML) transition products, standards, guidance and direction, processes, and correspondence. Contractor shall prepare review

comments; recommended responses, draft standards, directions, processes, and recommendations for implementation of XML/SGML TM development, review, and distribution at NSWC PHD and for the Aegis program. Contractor shall provide comments and recommendations to management per Contract Data Requirements List performed in PWS paragraphs 6.0 (CDRL A001).

6.1.3 Contractor shall provide technical input regarding TM planning, review meetings, and provide comments designed to improve schedules, standards, and delivery of TM materials. Contractor shall provide written minutes of meetings to management performed in PWS paragraphs 6.0 (CDRL A002).

6.1.4 The contractor shall support technical input in development of TM Distance Support initiatives to develop and improve TM Distance Support guidelines, standards, and implementations. Contractor shall provide inputs and recommendations to management performed in PWS paragraphs 6.0 (CDRL A003).

6.1.5 Contractor shall support in development of Lean and other efficiency efforts affecting technical value of TM products, to include Value Engineering projects and shall identify systemic product change candidates to improve TM product accuracy, usability and interoperability. Contractor shall provide comments and recommendations to management performed in PWS paragraphs 6.0 (CDRL A003).

6.2 Production of Technical Manual Products

6.2.1 Contractor shall manage all production of IETMs, ETMs, and TMs for various baseline efforts and provide monthly status reports inclusive of all baseline events. Contractor shall also include any schedule changes, risks, and mitigation in the monthly report. Contractor shall process completed IETMs, ETMs, and TMs for reproduction, printing, distribution, and storage. Contractor shall adhere to requirements of Para 5.0, Mandatory Guidance. Contractor shall provide products and ongoing status reports regarding these activities to respective TMMA POCs and management performed in PWS paragraphs 6.0 (CDRL A003).

6.2.2 Contractor shall identify reliability and efficiency improvements, implement approved reliability and efficiency improvements, update production system configuration records, and safeguard TM data on the system to ensure system operational availability. Contractor shall provide recommendations and ongoing status reports on these activities to management performed in PWS paragraphs 6.0 (CDRL A003).

6.2.3 Contractor shall provide support and recommendations in XML Repository Data Management, Technical Data Knowledge Management (TDKM), and related TM initiatives to develop and improve guidelines, standards, and implementations. Contractor shall

provide system administrative services required to support Navy Content@ technical manual production and content management system.

6.2.4 Contractor shall maintain the Technical Manual Management Agents Tracking System (TMMATS) management system application functionality and data. Contractor shall perform data updates and functionality upgrades to support TM management, CD-ROM production, and program management efforts. Contractor shall provide technical recommendations for upgrades, ongoing status reports and TMMATS outputs to TMMA POCs and management performed in PWS paragraphs 6.0 (CDRL A003).

6.2.5 Contractor shall create new and revised in-house TMs. Contractor shall provide schedules, word processing, graphics editing, TM formatting, proofing, and quality assurance on all in-house developed technical manuals (ETMs and TMs) to ensure TMs are technically sufficient and compliant with style guides and prescribed standards. Contractor shall provide products and ongoing monthly status reports performed in PWS paragraphs 6.00 (CDRL A003) in an approved format, regarding these activities to respective TMMA POCs and management. Contractor shall provide transition capabilities to convert non-Aegis XML/SGML/AIMSS 3.2/4.4 to SNIPP compliancy Aegis 2.0 XML Contractor shall provide support in the implementation of Content@ and Aegis 2.0 XML/SGML, and Navy Data Type Definitions (DTDs) in compliance with Navy production and distribution via TDKM and Navy Information Application Product Suite (NIAPS).

6.2.6 Contractor shall provide recommendations and products related to SGML, XML, and PDF production software applications and infrastructure. Contractor shall be responsible for all software updates/licensing for contractor developer seats on NMCI and off-site production systems. Contractor shall provide services that shall enable NSWC PHD to maintain technical competence and sustain expertise in TM development. Contractor shall provide products and ongoing status reports regarding these activities to management performed in PWS paragraphs 6.0 (CDRL A003).

6.2.7 Contractor shall participate in efforts to identify and implement TM and CD-ROM development, reproduction, and distribution process improvements for advanced copy CDs. Contractor shall provide recommendations to improve efficiency and accuracy of processes and implement approved changes. Contractor shall provide comments and recommendations to management performed in PWS paragraphs 6.0 (CDRL A003).

6.2.8 Contractor shall provide software application updates as required by SNIPP, in compliance with DADMS and NMCI requirements for all production stations.

6.3 Electronic Media and Hardcopy Recordkeeping

6.3.1 Contractor shall maintain data in the A35 TMMATS, distribution lists, security lists, and other digital and paper IETM, ETM, TM, and CD-ROM documentation status records and logs. Contractor shall ensure current and accurate TM review, receipt, and distribution records are available for reference. Contractor shall maintain the records, logs, and files at the NSWC PHD facility.

6.3.2 Contractor shall execute and record exchange of TM products to and from Original Equipment Manufacturers (OEM) via Government approved Integrated Data Exchange (IDE).

6.3.3 Contractor shall maintain library and archives of IETMs, ETMs, TMs, and CD-ROMs for production efforts. Contractor shall maintain systematic collection of all editable-format and distributed products to provide historical references, to support audits, and to support Fleet requests for replacement copies. Contractor shall maintain the library, archives, and collections in the NSWC PHD facility.

6.3.4 Contractor shall respond to requests for status and distribution information from email, phone, ships, Program Office, technical codes, contractors, and other government activities via Government Lead. Contractor shall prepare responses to provide accurate, adequate, and timely information regarding TM efforts.

6.3.5 Contractor shall participate in initiatives to improve recordkeeping process and products. Contractor shall provide recommendations to identify recordkeeping efficiency and accuracy improvement candidates and shall implement approved changes. Contractor shall provide recommendations and implementation status reports to management performed in PWS paragraph 6.0 (CDRL A003).

7.0 DELIVERABLES

The contractor shall prepare a HAZMAT/HAZWASTE report associated to the services performed in PWS paragraphs 6.0 (CDRL A004).

The contractor shall prepare a quarterly training report associated to the services performed in PWS paragraphs 6.0 (CDRL A005).

The contractor shall prepare an accident/incident report associated to the services performed in PWS paragraphs 6.0 (CDRL A006).

The contractor shall prepare a security list associated to the services performed in PWS paragraphs 6.0 (CDRL A007).

The contractor shall prepare a status report associated to the services performed in PWS paragraphs 6.0 (CDRL A003).

The contractor shall prepare an emergency muster report associated

to the services performed in PWS paragraphs 6.0 (CDRL A008).

The contractor shall prepare a funds and man-hours expenditure report associated to the services performed in PWS paragraphs 6.0 (CDRL A009).

The contractor shall prepare an emergency action plan associated to the services performed in PWS paragraphs 6.0 (CDRL A010).

The contractor shall prepare a trip report after the completion of travel for all travel requirements associated to the services performed in PWS paragraphs 6.0 (CDRL A011).

Contractor shall provide comments and recommendations to management performed in PWS paragraphs 6.0 (CDRL A001).

Contractor shall provide written minutes of meetings to management performed in PWS paragraphs 6.0 (CDRL A002).

8.0 Performance Evaluation

The Contractor shall perform Section 6.0 tasks in accomplishing the requirements of this Task Order. The performance requirements identified for this Task Order tasks and subtasks are related/linked to the evaluation criteria of cost control, technical effectiveness, schedule, performance, customer satisfaction and small business subcontracting performance. The contractor's performance will be evaluated specifically on the following categories /criteria: quality of product or service, schedule, cost control, business relations, and management of key personnel. Each month, the Contracting Officer's Representative (COR) will monitor and report on the deliverables provided and services provided in accordance with aforementioned categories/criteria. The COR will track this information and provide a cumulative review and evaluation at the end of the base year and at the end of each option year (if exercised). The evaluation process, consisting of this Task Order's performance requirements, the evaluation criteria, and performance standards will be included in the government Quality Assurance Plan (QASP). The COR works with the Subject Matter Experts and Contractor to monitor performance and will use the QASP to evaluate the Contractor's performance.

9.0 GOVERNMENT FURNISHED PROPERTY

The Government will provide onsite NMCI seats under this task order. The Government will also furnish one Ramage System, printer, CDs, printing ink, labels, CD covers, and maintenance kit for the Ramage unit offsite. Contractor personnel 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 task order. No GFP shall become the property of the contractor. All GFP, except authorized consumable materials, shall be returned to the custody of the Government at the expiration of this procurement.

10.0 SECURITY

Access to Secure Internet Protocol Router Network (SIPRNET) may be required depending upon the task assignment. The government will provide access to facilities located at NSWC PHD 4363 Missile Way, Port Hueneme, CA building 1387 for use by contractor in the performance of this procurement. Government supplies will be provided for this procurement. The contractor will be required to attend meetings classified at Secret level. The nature of this task requires access to Secret Information. The work performed by the contractor will include access to Secret data, information, and spaces.

11.0 NAVY MARINE CORPS INTRANET (NMCI)

The contractor will have necessary use of office furnishings with desks or cubicles, chairs, and file cabinets. Navy-Marine Corps Intranet (NMCI) computers and landline telephones will be made available for official use only by contractor personnel at the Government site. Contractor personnel shall be responsible for complying with security regulations regarding telephone, e-mail and Internet use. The contractor shall have access to all Government Furnished Equipment (GFE) necessary to perform the requirement.

12.0 SPECIAL CONSIDERATIONS

Special Packaging, Markings and Shipping Instructions. Each package delivery, and each installation component and materials delivery, shall be packaged in a manner consistent with accepted business practices for delivering documentation with the weight and size configurations of these deliveries. Delivery to each ship shall be to the applicable Program Manager Representative (PMR), attention NSWC PHD representative, with ship name and hull number marked on outside of each package. Any other documentation deliveries to ISEAs or other commands or facilities shall also be appropriately packaged as is done for ship deliveries. For each delivery, contractor shall consult with the technical code before mailing any package that might enter a foreign postal or parcel system. Alternate means of delivery may be arranged at the discretion of the Government to protect sensitive information from unauthorized disclosure to foreign nationals. The Government will

provide the contractor with appropriate delivery addresses, “mark to” information and delivery carriers.

13.0 TECHNICAL POINT OF CONTACT

Government Point of Contact: George Terrell, Code A35 (805) 228-7792 Email: George.terrell@navy.mil

14.0 WORKLOAD ESTIMATE

The following workload data is provided for informational purposes only to assist in estimating the price for the task order. It in no way suggests that this is the effort required by this task order; however, it represents the annual program management support estimate.

Estimated Travel: $10,600

Estimated Labor: 28,800 hours

Acronyms and Abbreviations

ADP	Automatic Data Processing
AIMSS	Advanced Integrated Maintenance Support System
ATIS	Advanced Technical Information System AWS Aegis Weapon System
BMD	Ballistic Missile Defense
CASREP	Casualty Report
CD-ROM	Compact Disc – Read-Only Memory
CDRL	Contract Data Requirements List
CI	Critical Information
CND	Certificate of Non-Disclosure
COMSEC	Communications Security
COR	Contracting Officer’s Representative
CPI	Critical Program Information
CSSQT	Combat System Ship Qualification Trials
DADMS	DoN Application and Database Management Systems
DoD	Department of Defense

DoN Department of the Navy

DTD Data Type Definition

ETM Electronic Technical Manual

FAR Federal Acquisition Regulation

FMP Fleet Modernization Program

FMS Foreign Military Sales

IA Information Assurance
IDE Integrated Data Environments

IETM Interactive Electronic Technical Manual

IPR In-Process Review

ISEA In-Service Engineering Agent

ISOPREP Isolated Personnel Report

NIAPS Navy Information/Application Product Suite

NAVSEA Naval Sea Systems Command

NBVC Naval Base Ventura County

NDA Non-Disclosure Agreement (usually referred to as a CND – which see)

NMCI Navy-Marine Corps Intranet
NSWC Naval Surface Warfare Center

NSWC PHD Naval Surface Warfare Center Port Hueneme Division

OPSEC Operations Security

PDF Portable Document Format

PI Performance Indicator

POC Point of Contact

POP Period of Performance

PWS Performance Work Statement

QA Quality Assurance

QASP Quality Assurance Surveillance Plan

SC Surface Combatants

SGML Standard Generalized Markup Language

SIPRNET Secret Internet Protocol Router Network

SNIPP	Standard NAVSEA Integrated Publishing Process
SOPPs	Standard Operating Procedures and Processes
T&E	Test and Evaluation
TB	Technical Bulletin
TM	Technical Manual
TMMATS	Technical Manual Management Agents Tracking System
TMINS	Technical Manual Identification Numbering System
TMMA	Technical Manual Management Agent
TMPA	Technical Manual Printing Activity
UCC	Unified Combatant Command
VLS	Vertical Launching System
XML	Extensible Markup Language

5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal 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 https://doncmra.nmci.navy.mil."

HQ C-1-0001 ITEM(S) - 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(s), 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.

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 __14-0006___ dated ___May 12,2014___in response to NAVSEA Solicitation No. N00024-14-R-3308.

(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.

** - To be filled in at time of award.*

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 after completion of performance of this contract, the Contractor, any affiliate of the

Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime

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

f. The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination

on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

terminate this contract for default.

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

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

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

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

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

m. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

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

(End of Text)

PHD/NSWC ADDITIONAL REQUIREMENTS/INFORMATION:

1. WAGE DETERMINATION

The Department of Labor Wage Determination for Ventura, California, Wage Determination No. 2005-2071 Revision 15, dated

06/19/2013 is provided as attachment (6) to the Solicitation. Compliance

with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your labor cost proposal.

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

2. REQUIREMENTS FOR NON-GOVERNMENT PERSONNEL WORKING ON-SITE AT NSWC PHD

Monthly report of contractor personnel assigned to desks/work stations/seats in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building), telephone number and NSWC PHD branch-level organizational code supported, and shall highlight any personnel gains or losses.

3. SECURITY CLEARANCE (NAVSEA) (SEP 1990)

The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, Attachment (4) attached hereto.

4. PHD NSWC CONTRACTOR'S LEAN PARTICIPATION REQUIREMENT

The contractor may be required to participate in Government

conducted Value Stream Analyses (3 days) or Rapid Improvement Events (5 days). The contractor will be given at least 30 day notice before requested participation. Contractor expenses incurred during these events will be paid by the government. After a Rapid Improvement Event, the contractor shall implement any identified process improvements and report associated cost savings to the government. In addition, the contractor shall report contractor generated process improvements (not resulting from government conducted lean events) and report associated cost savings to the government.

5. PHD NSWC - POST AWARD MEETING

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held (TBD at contract award).

(b) The contractor will be given at least five working day notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

6. LABOR CATEGORIES

Labor categories are identified as follows:

***Program Manager (one/off-site):**

Education: This position requires a minimum of a baccalaureate degree from an accredited university with a major in Business Administration, Operations Management or a quantitative technical field, such as Systems/Logistics Engineering.

Background and Experience: The position requires a minimum of five (5) years of experience and background gained as a result of

working with the variety of processes and elements associated with the Integrated Logistics Support (ILS) of ship systems and equipment. Must have the ability to schedule, budget, and oversee the quality of all tasking elements. Ability to research and collect data, analyze problems and recommend solutions. Experience in assembling and preparing documentation and reports to support and reflect progress on requirements, goals, objectives, action items, upcoming events, issues and concerns. Must demonstrate strong interpersonal skills including ability to communicate, both orally

and in writing, and proficiency in writing reports and instructions. Be able to brief senior leaders on assignments, status issues, and potential solutions. The experience base shall reflect knowledge and familiarity with logistics technical documentation (as it relates to combat/weapon systems support), database development, and computer applications supporting various ship systems and related projects.

The Program Manager serves as the overall lead, manager and administrator for technical manual support services to the Air Dominance Department of NSWC PHD; specifically A35. The Program Manager must also have demonstrated qualities of leadership and responsibility in support of Defense Program Management. The Program Manager has the responsibility of reviewing and approving the work performed by program staff, as well as maintaining liaison with Government and other contracting personnel. Specific knowledge of preparation/review of Aegis technical documentation; similar experience with other Weapon Systems is desired. Serves as the primary interface and point of contact with government Contracting Officer’s Representative (COR) on technical, program and project issues. Organizes, directs, and coordinates the planning and production of all activities associated with assigned deliverables.

***Technical Manual Process Engineer (one/off-site):**

Education: High School Diploma

Background and Experience: This position requires a minimum of four years experience in the analysis, development and maintenance of workflow processes and procedures for the development of TMs (unclassified and classified) utilizing SGML, XML, Extensible Style-sheet Language Transformations (XSLT), and utilization/maintenance of a Content Management System (currently Content@) to ensure compliance with Standard NAVSEA Integrated Publishing Process (SNIPP) and established Aegis formatting criteria.. Must have experience in developing and maintaining TM configuration/XSLT selection criteria for individual TM data selection. Must possess experience in transitioning specialized TM code conversions from AIMSS, Hyper Text Markup Language (HTML),

“Tornado” (XML) to Aegis standards. Must possess ability to develop and maintain Aegis style sheets (currently

FrameMaker applications, possibility of developing in XML Professional Publisher (XPP) for publishing TMs to Adobe Portable Document Format (PDF) for distribution. Create and maintain the Aegis Style Guide and Author Guides. Provide training on Aegis Style Guide and Author Guides to developers of Aegis TMs (Lockheed Martin, Raytheon, Northrop Grumman, and other team members). Review changes to the DON Application and Database Management System (DADMS) list of approved software for impact on Aegis TM development. Serve as a representative for the AWS Technical Documentation Branch (A35) at TMMA Conferences, Content@ Design Workshops, and other meetings/events as required. Supervise and train the off-site production team and perform TM production. Meet with engineers to resolve questions and TM inconsistencies. Update/create figures/graphics for inclusion in TMs.

***Content Data Manager (one/on-site):**

Education: High School Diploma

Background and Experience: This position requires a minimum of one (1) year experience in administration of a Content Data Management system creating workflows and managing users as well as accurately tracking data changes within the system. Experience in SGML, XML, and HTML is

required. Ability to transition one application to another in accordance with Navy registered DTDs is required. Experience working within Content@ preferred.

***Production System Analyst (one/off-site):**

Education: High School Diploma

Background and Experience: This position requires a mix of relevant education and experience that is adequate for successful performance of the tasking which includes personal computers (PCs), and CD- ROM reproduction equipment as used to maintain TM configuration data, TM content data, and CD- ROM production data with the purpose of producing ATIS-compliant CD-ROMs. Production System Analyst should possess knowledge of these amalgamated

hardware and software systems necessary to identify and implement reliability and efficiency improvements and to correct malfunctions as they occur. The position requires the ability to perform with an existing production system, to identify replacement hardware/software using market knowledge, to fault isolate network/PC/software issues, and to maintain production system configuration data. This individual should possess the ability to manage confidential and unclassified developer computer stations, to include the ability to update systems as necessary and work with the appropriate personnel in accrediting each system in compliance with information security requirements. Certification in COMPTia Security+ and Configuring Windows 7 course 70-680 is preferred.

***Configuration Management (CM) Specialist (one/on-site):**

Education: High School Diploma

Background and Experience: This position requires at least 2 years knowledge of TM configuration tracking/management concepts. Within this position description are two sub-specialties: one for TM and CD-ROM production management and one for configuration management database systems design. The TM and CD-ROM production management position requires ability to use AIMSS version 3.2.x or 4.x, to use MS Word, and to use MS Project for the review and tracking of technical documentation. This CM specialist shall possess knowledge of setup routine design, ietm.ndx files and other files, structures required for CD-ROM ATIS compatibility, SGML/HTML/XML, and shall have demonstrated skill to bundle electronic TM files for mastering on ATIS-compatible CD-ROMs. The database systems design CM specialist must have demonstrated ability to create/modify/migrate/ protect complex MS Access databases/queries /reports, to create/modify MS Access Visual Basic for Applications (VBA) and macros, and to apply those abilities and interpretation of user inputs to TM configuration management systems issues.

***Senior Technical Writer/Editor (two/on-site):**

Education: High School Diploma

Background and Experience: This position requires a minimum of two years specialized experience performing technical writing

andediting. The technical writer/editor must demonstrate the ability to establish editorial and format requirements and provide instances where they have effectively worked through content issues with the technical subject matter expert. The technical writer/editor must demonstrate instances where they have prepared assignments involving the conformance with established standards and specifications. Must have experience with reproduction processes and is responsible for schedules and quality of products. Skills must include authoring/editing with Adobe FrameMaker9, SGML concepts, XML concepts, Epic Editor, Content@, MS Word, Corel Graphics Suites and Adobe Acrobat.

Word Processing Operator (two/on-site; three ~~four~~/off-site):

Education: High School Diploma

Background and Experience: This position requires a minimum of three years experience using word processing equipment and software utilized in desktop publishing, including MS Word, Adobe FrameMaker9, Epic Editor, MS Access, and Content@, for the preparation of Aegis and VLS technical documentation. The word processing operator shall have the ability to accurately structure electronic manuals in SGML and XML per Navy approved DTDs in compliance with Navy direction. The word processing operator should possess general experience that demonstrates the ability to accurately type final reproducible copy and assemble collation sheets of complex Navy publications for hard copy printing and to accurately update TM databases. The position requires the ability to adhere to format requirements, import and integrate text and graphics, determine fonts, accurately type engineering and mathematical symbols, and produce accurately linked interactive manuals.

***Data Quality Assurance (QA) Specialist (one/on-site):**

Education: High School Diploma

Background and Experience: This position requires a minimum of three years experience requiring the correct use of grammar, paper and electronic office filing systems, and office equipment used in preparing and reproducing correspondence and technical documentation. The Data QA Specialist will possess general experience that demonstrates the ability to accurately input data into databases and spreadsheets and to detect discrepancies in the input source data itself. The position requires ability to follow

general checklist to verify proper operation of CD-ROM setup routines and CD-ROM content. Demonstrated skill operating MS Word, MS Excel, and MS Access is necessary; similar skills with Adobe Acrobat, FrameMaker9 and working in a Content Data Management System are preferred.

~~***Graphics Illustrator (one/on site):**~~

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~~Education: High School Diploma~~

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~~Background and Experience: Requires five (5) years experience in developing and incorporating engineering changes into Department of Defense (DoD) drawings, illustrations and pictorial representations of equipment. This position requires a working knowledge of Visio, Corel and AutoCAD. This position works closely with the engineering community preparing drawings or complex, unusual, or original designs that require a high degree of precision. Must have a clear understanding of how engineering changes are incorporated and documented.~~

~~**Administrative Assistant**~~ **Administrative Assistant/Word Processor(one/off site):**

Education: High School Diploma

Background and Experience: Supports Program Manager with administrative tasks requiring knowledge in areas such as business operations, facilities, accounting, purchasing, personnel, and technical

publications, as they pertain to the technical manual support services being provided to A35.

**Denotes Key Labor Categories*

SECTION D PACKAGING AND MARKING

SECTION D PACKAGING AND MARKING

Packaging and marking shall be in accordance with the Section D of the SeaPort-e Multiple Award contract.

HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data 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.

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/task order number

(3)contract dollar amount

(4)whether the contract was competitively or non-competitively awarded

(5) Sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

The above clause is to be completed as specified in the CDRL.

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

SECTION E INSPECTION AND ACCEPTANCE

SPECIAL CONTRACT REQUIREMENTS, QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. PURPOSE

This Contract provides Technical Manual Support services to the Port Hueneme Division, Naval Surface Warfare Center (PHD NSWC) facilities. The services consist of functional and technical support for the PHD NSWC Aegis Weapon System Technical Documentation Support. This order has firm fixed price Labor CLINS and Other Direct Cost (ODC) CLINS. The order is for a base year with two one-year options.

2. AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the services and documentation called for in service contracts, to be executed by the Contracting Officer or a duly authorized representative.

3. SCOPE

The QASP is put in place to provide Government surveillance oversight of the contractor’s efforts to assure they are timely, effective and are delivering the results specified in the order.

4. GOVERNMENT RESOURCES AND RESPONSIBILITIES

The following Government resources shall have responsibility for the implementation of this QASP:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor’s performance. The PCO for this contract is identified in Section G.

Contract Specialist– An individual assigned by the PCO to assist in the daily administration of the contract. The Specialist also provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP. The Contract Specialist for this contract is identified in Section G.

Contracting Officer Representative –The COR is responsible for technical administration of the contract and assures proper Government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

Government Technical Point of Contact (TPOC) – The COR designates an individual Government Technical Point of Contact to assist in administering specific projects under the contract. The Government TPOC is responsible for assisting in administering a specific project under the contract. A Government TPOC cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government's behalf.

5. METHODS OF QA SURVEILLANCE

a. QASP - The below listed methods of surveillance shall be used by the COR in the technical administration and the PCO/Contract Specialist in non-technical administration of this QASP. The QASP will be the prime determinant in exercising the option.

b. Contractor Performance Assessment Report System (CPARS) – The market place for information technology, engineering, and management support services is very competitive. As such, the successful offeror has a vested interest in the Government generated CPARS under this contract. Additionally, an evaluation using the CPARS format will be performed at the end of each year of performance. This evaluation will be one determinant in exercising an option. The Government for this procurement will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DoD, and the continuation of the order, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

c. The contractor's performance on this task order will be evaluated by the Government, as described below:

The first evaluation will cover the period ending nine months after date of contract award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under this task order. For the first period and each subsequent twelve-month period, the Government will evaluate the contractor's performance. The evaluation will encompass all work performed by the contractor at any time during the twelve-month period but will not include cumulative information from prior reports. For each period, the Contractor will complete a self- assessment of the performance provided, to be delivered to the COR and Contract Specialist NLT 60 days prior to the end of the period of performance. The self-assessment shall cover all areas of the Government QASP. Based on the evaluation results, the Contracting Officer will assign an overall performance rating. If the Contracting Officer assigns an "Unsatisfactory" performance rating for the period evaluated, the next option period will not be exercised

6. DOCUMENTATION

In addition to providing annual reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. The COR shall forward these records to the Contracting Officer at termination or completion of the order.

7. SURVEILLANCE

The tables below set forth the performance ratings, standards, outcome and surveillance methods to document the results of the surveillance on an annual basis as well as interim and informal reviews (i.e.IPRs) on a more frequent basis.

(a) Performance Ratings: The Government will evaluate the contractor's performance of the Performance Work Statement (PWS) and the Contracting Officer will assign one of the following ratings:

(1) Excellent
(2) Satisfactory
(3) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

TABLE 1: OVERALL PERFORMANCE RATINGS

Overall Performance Rating	Standard
Excellent	“Excellent” ratings for all performance evaluation criteria.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria.

(b) Objectives / Determination:

1. Interim/Informal

Interim/informal performance evaluations will be provided to assess performance at each IPR, which typically occur every quarter.

2. Annual

The Contracting Officer will make a performance determination at the end of each evaluation period. The determination will be based upon COR’s recommendations, the contractor’s comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR’S recommendations and the contractor’s comments/report regarding the evaluation. The Contracting Officer’s performance determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor within 30 days of receipt of the contractor’s self-assessment.

TABLE 2: OBJECTIVES

Assessment Period	Acceptable Performance Definition	How Measured	Outcome
Base:	All measurement areas rated at least "Satisfactory".	After the first nine months using the QASP	(+) Meet the acceptable performance definition as a

		evaluation ratings; annually using the CPARS system covering the previous 12 months.	condition for exercise of option 1. (-) Does not meet the acceptable performance definition as a condition for exercise of an option 1.
Option I:	All measurement areas rated at least "Satisfactory".	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option. 2. (-) Does not meet the acceptable performance definition as a condition for exercise of an option. 2.
Option II:	All measurement areas rated at least "Satisfactory".	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option 3. (-) Does not meet the acceptable performance definition.

(c) Performance Evaluation Criteria. The contractor’s performance will be evaluated using the criteria and standards provided for each objective, and identified in Tables 3 through 5 of this contract clause.

(d) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Determining Official, and the COR. In some instances, a TPOC will be assigned to the contract or task order in addition to a COR.

(e) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this task order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report.

TABLE 3: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is	Contractor routinely meets deadlines, schedules, and	Contractor always meets deadlines, schedules, and responds

	slow to respond to government requests or is non-responsive to government requests.	responds quickly to government requests.	immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 4: PERFORMANCE REQUIREMENTS SUMMARY TABLE

Task Area			
Paragraph	**Performance Objective**	**Performance Standard**	**Acceptable Quality Level (AQL)**
6.0	Quarterly Technical Review and Recommendation Report	100% summary report of all reviews, meetings, and recommendation	95% received on the first business day of each quarter
Task Area			
Paragraph	**Performance Objective**	**Performance Standard**	**Acceptable Quality level (AQL)**
6.0	Quarterly Rework Tracking Report	100% of reports accurately depict current status	93% received no later than the 10th of each month
6.0	Quarterly Production Status Reports	100% of reports accurately depict current status	95% submitted the first business day of each quarter.
6.0	Monthly Status Reports	100% of reports accurately depict current	95% received no later than the 10th of each month

		status	
6.0	Final Technical Package	100% of all edits, comments, and reviews are accurately revised and incorporated into the final technical package	Package is 100% complete and ready for use

TABLE 5: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective and timely.

TABLE 6: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

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

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

(End of Text)

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/29/2014 - 9/28/2015
8000	9/29/2014 - 9/28/2015
8001	9/29/2014 - 9/28/2015
8002	9/29/2014 - 9/28/2015
9000	9/29/2014 - 4/28/2015

Deliveries or performance shall be in accordance with Section F of the SeaPort-e Multiple Award IDIQ contract.

Exercise of any options depends upon the exercise of the options of the basic contract under the SeaPort-e Multiple Award Contract.

CLIN - DELIVERIES OR PERFORMANCE

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

7000	9/29/2014 - 9/28/2015
8000	9/29/2014 - 9/28/2015
8001	9/29/2014 - 9/28/2015
8002	9/29/2014 - 9/28/2015
9000	9/29/2014 - 4/28/2015

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

7100	9/29/2015 - 9/28/2016
7200	9/29/2016 - 9/28/2017
8100	9/29/2015 - 9/28/2016
8101	9/29/2015 - 9/28/2016
8102	9/29/2015 - 9/28/2016
8200	9/29/2016 - 9/28/2017
8201	9/29/2016 - 9/28/2017
8202	9/29/2016 - 9/28/2017
9100	9/29/2015 - 9/28/2016
9200	9/29/2016 - 9/28/2017

Deliveries or performance shall be in accordance with the Section D of the SeaPort-e Multiple Award IDIQ contract.

Note: CLIN's 8001, 8002, 8102, 8201 and 8202 are in accordance with the CDRL's in Section J.

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

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

(End of Text)

The following FAR Clauses are included by reference:

52.242-15 STOP WORK ORDER AUG 1989
52.242-15 STOP WORK ORDER (ALT I) APR 1984

SECTION G CONTRACT ADMINISTRATION DATA

252.204–7006 Billing Instructions (OCT 2005)

When submitting a request for payment, the Contractor shall—(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and(b) Separately identify a payment amount for each contract line item included in the payment request.

8(a) TASK ORDER/TASK ORDER MODIFICATION DISTRIBUTION

In accordance with the Memorandum of Agreement (MOA) between the Department of Navy and the Small Business Administration (SBA), the successful Offeror shall provide their cognizant SBA district office with a copy of the executed Task Oder and all subsequent modifications to the Task Order within five (5) workdays of receipt.

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

(End of Text)

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S REPRESENTATIVE: COMMANDER
ATTN: Vicki Morris
PORT HUENEME DIVISION
NAVAL SURFACE WARFARE CENTER
4363 MISSILE WAY
PORT HUENEME, CA 93043 4367 Telephone No.805/228-6577
Fax No. (805)228-8969
Email Address:vicki.morris1@navy.mil

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE COMMANDER REPRESENTATIVE: ATTN: CEDRIC PARKS
CONTRACT NEGOTIATOR PORT HUENEME DIVISION NAVAL SURFACE WARFARE CENT
4363 MISSILE WAY
PORT HUENEME, CA 93043-4367
TEL: 805/228-0601
FAX NO. 805/228-6299
EMAIL: Cedric.parks@navy mil

ATTN: SCOTT W. FUTRELLE CONTRACTING OFFICER PORT HUENEME DIVISION
NAVAL SURFACE WARFARE CENTER
4363 MISSILE WAY
PORT HUENEME, CA 93043-4367
TEL:(805)228-0472
EMAIL: scott.futrelle@navy.mil

Defense Contract Audit Agency (DCAA) –

DCAA San Fernando Valley Branch Office

6230 Van Nuys Blvd

Van Nuys, CA 91401-2794

Email: dcaa-fao4231@dcaa mil

Tel: 818-756-4330

Defense Contract Management Activity (DCMA) -

DCMA LOS ANGELES
PO Box 9608
Mission Hills, CA 91346-9608

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

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

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

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

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

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

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

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

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

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

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

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

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

_____Invoice_____

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

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

_____Destination_____

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

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

Routing Data Table*

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

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

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

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

_____vicki.morris1@navy.mil_____
_____cedric.parks@navy.mil_____
(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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.

Anthony Salerno (805)228-6240 anthony.a.salerno@navy.mil
_____
(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

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

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

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

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. 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 and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the local WAWF point of contact Anthony Salerno (805) 228-6240 or anthony.a.salerno@navy.mil

(End of Text)

HQ G-2-0005 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (NAVSEA) (JAN 2008)

For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN (contract-wide: proration).

(End of Text)

Accounting Data

SLINID	PR Number	Amount
800001	130045339100001	393000.00

LLA :
AA 1741804 8B5B 252 VU021 0 050120 2D 000000 A00002495053

800002	130045339100004	279300.00

LLA :
AB 1741804 8B5B 252 VU021 0 050120 2D 000000 A30002495053

800003	130045370500001	298100.00

LLA :
AC 1741804 8B2B 252 WS010 0 050120 2D 000000 A00002498568

800004	130045310800001	135601.00

LLA :
AD 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002491900

800005	130045310800002	182581.00

LLA :
AE 97X4930 NH1K 252 77777 0 050120 2F 000000 A10002491900

800006	130045310800003	70813.12

LLA :
AF 97X4930 NH1K 252 77777 0 050120 2F 000000 A20002491900

800007	130045388700001	71004.88

LLA :
AG 1741319 A5XB 252 WS010 0 050120 2D 000000 A00002501275

900001	130045388700002	28995.12

LLA :
AH 1741319 A5XB 252 WS010 0 050120 2D 000000 A00002501275

BASE Funding 1459395.12
Cumulative Funding 1459395.12

SECTION H SPECIAL CONTRACT REQUIREMENTS

SECURITY REQUIREMENTS

91.00 SPECIAL CONSIDERATIONS
91.10 (Not Used)
91.20 The successful execution of this effort requires frequent interface with the personnel of A35. Therefore, Contractor must be available within one hour of Notification.
91.30 Hours of Operation and Location of Work
91.31 The standard hours of operation for NSWC PHD site personnel are 0730-1700 Pacific Time, Monday-Friday. The standard hours of operation for off-site personnel must include availability during NSWC PHD core hours (0900-1500). Travel destination work place hours are determined locally and may vary.
91.32 Contractors Working at Government Facilities
91.32a Contractors shall not be present in Government facilities unless Government personnel are physically present at all times to carry out security-related functions. Government-Owned Contractor-Operated (GOCO) facilities outside of NSWC PHD are exempt from this requirement if appropriate local Government authority permits.
91.32b Provision shall be made by the Government to allow necessary building, site, and facility access for contractor personnel on weekends and Federal holidays when necessary to this requirement. Contractor personnel who must work weekends and Federal holidays but who do not require access to Government buildings, sites and facilities shall work at the contractor facility or such other non-Government facility as may be determined by the contractor as appropriate for the conduct of the work under this requirement.
91.32c Contractors requiring routine or repeated access to NBVC under this procurement may participate in the RAPIDGate program at their discretion as an alternative to securing daily base passes. Note that Common Access Cards (CACs) shall not be issued to contractor personnel merely to allow convenient access to NBVC as an alternative to securing daily base passes or participating in the RAPIDGate program. The provisions of paragraph (99.23) below apply with respect to issuing CACs.
91.33 Hours of operation may be altered at no notice as necessitated by Force Protection posture or as a result of severe weather, disaster, fire, facility condition, security incident or other similar emergency or event.
91.34 Extraordinary Leave Days and Excused Leave for Government Personnel
91.34a If an extraordinary day off, wherein Federal employees are excused from work with pay on what would be a normal work day without charge to leave, is granted to Federal employees by the direction of the President or an agency head, such as has occurred periodically on what would have been normal work days adjacent to major Federal holidays or on the occasion of Presidential funerals or national days of mourning, the contractor shall continue to provide contracted services in accordance with the requirement until and unless necessary access to Government buildings, ships, sites and other facilities is precluded due to absence of

Government personnel.
91.34b If the contractor personnel are unable to conduct their work at an assigned Government work place due to an extraordinary day off or excused leave for Government employees, the contractor or any subcontractors may, at their discretion, continue work at another appropriate facility if possible or else grant paid or unpaid leave to its affected employees in accordance their company policies or any collective bargaining agreement (CBA) that may apply. Whether contract payments shall be made for time not worked shall depend upon the terms and conditions of this contract, including the pricing mechanisms contained within the contract.
91.34c If the use of alternative facilities shall raise the costs of performing the requirement beyond the prices contracted with the Government under this requirement, the contractor shall first notify the contracting officer and request authorization to proceed. The contractor is not authorized to purchase or rent alternative facilities to accommodate extraordinary leave without such advance authorization from the contracting officer.
91.34d If administrative leave is granted to Government personnel at or near the end of normal work days adjacent to Federal holidays, weekends, other special days, or as part of special events or observances, the provisions of paragraphs (91.34a) through (91.34c) above shall apply to contractors. Administrative leave is normally granted to Government personnel in the form of 59 minutes of excused absence from the work place per instance.
91.34e Estimated Extraordinary Leave and Excused Leave. For information purposes only, the granting of one extraordinary leave day per year is typical, normally adjacent to the Christmas Holiday, and instances of granting 59 minutes of administrative leave to Government personnel typically occurs two to three times per year.
91.35 Location of Work. The Government shall provide the contractor workspace for performance of the task at NSWC PHD, 4363 Missile Way, Port Hueneme, California, primarily in Building 1387, or such other locations within the NSWC PHD perimeter as required by the location and hours of work in Section C. With the exception of the Program Manager, approximately 50% of contractor personnel shall work at the Government site except under such emergency conditions
as referred to in paragraph (91.40) below.
91.40 Emergency Operations
91.41 In the event normal access to any part of the NSWC PHD command or any Government-owned remote site or travel destination is closed as a result of fire, flood, severe weather, power failure, loss of other utilities, force protection posture, terrorist activity, military action, natural or man-made disaster, civil unrest, or other emergency resulting in Government personnel being dismissed or dispersed to other facilities, affected contractor personnel shall be relocated or otherwise directed away from the emergency or disrupted area by the contractor.
The contractor shall communicate with the COR as soon as is safely possible to determine whether and when Government facilities may be once again available for use by appropriate contractor

personnel. If the COR cannot be reached, the contractor shall contact the Contracting Officer. If Government facilities cannot be made available for contractor use by the start of the following business day, contractor personnel shall be relocated as directed by the contractor who shall confer with the Contracting Officer at the earliest possible opportunity to make alternative facility arrangements for the continuation of contracted work.

91.42 NOT USED

91.43 Emergency Muster Reports. In the event of large-scale or widespread emergencies, or emergencies confined to highly populated areas, either in the United States or overseas, the Government may, at its discretion, request an Emergency Muster Report for contractor personnel.

91.43a In the event a muster report is requested, the contractor shall, within one working day of receiving the request, report to the COR or other POC designated by the COR the names, geographical locations, and physical status of the contractor personnel assigned to this procurement. Physical condition shall be described as “Mustered – unharmed,” “Mustered – injured,” “Missing,” “Deceased,” or “Unknown” as applicable to the situation. Follow-on update reports may be requested as the emergency develops.

91.43b Privacy Act Statement: The information gathered shall be used by the Government exclusively for the purposes shown in paragraphs [91.43b(1)] through [91.43b(3)] below.

Provision of this information by the contractor and by contractor personnel is voluntary and declining to submit a muster shall not be considered as a failure to perform.

91.43b (1) Cooperation with emergency personnel in rescue and recovery efforts.

91.43b (2) Determining whether personnel with security clearances and access to classified information are missing, particularly if missing overseas.

91.43b (3) Managing impacts to Government mission areas relative to the tasking in the requirement.

91.44 (NOT USED) Communications Security (COMSEC) Material and Classified Information

91.44a If an emergency situation creates the possibility of compromise of COMSEC material and equipment, the contractor shall follow the NSWC PHD Emergency Action Plan (EAP) and the NSWC PHD Instruction.

91.44b If an emergency situation creates the possibility of compromise of classified information and classified equipment other than COMSEC material, the contractor shall follow their Emergency Action Plan (EAP). See paragraph (99.80) below.

91.50 Points of Contact, Maps and Facility Drawings.

91.51 Points of Contact. See Section G.

91.52 Maps and Facility Drawings. For reasons of security and force protection, maps and facility drawings may be provided by the Government only to contractors making written requests for such information. Requests shall be addressed to the COR after receipt of order.

The Government retains the right to deny any and all such requests.

91.60 Emergent Travel. Emergent travel shall be coordinated with

the COR prior to travel. The contractor shall inform the COR via electronic mail of the purpose of travel, Government POC, number of persons traveling, destination, estimated duration and cost in terms of both hours and dollars.

91.70 Prioritization

91.71 Weekly meetings may be held between the COR and the contractor to prioritize the technical requirements of paragraphs (10.00) through (89.99) above.

91.80 Provision of Support in Foreign Jurisdictions

91.81 FMS Case Citation. In providing Foreign Military Sales (FMS) support under any of the paragraphs of this PWS from (10.00) through (89.99) inclusive, the contractor shall ensure all FMS services and products delivered be in support of specific FMS cases to be identified in consultation with the technical code and the COR.

91.82 Status of Forces Considerations. When providing support under this PWS within foreign national jurisdictions, whether for FMS or USN tasking, the contractor shall comply with the requirements of paragraphs (91.82a) through (91.82d) below.

91.82a Definitions. Paragraphs [91.82a (1)] through [91.82a (3)] provide definitions of terms for use only in meeting this requirement and shall have no bearing on the interpretation of these terms outside of this requirement.

91.82a (1) For the purposes of paragraphs (91.82b) through (91.82d) below, the phrase “immediate United States jurisdiction” shall be understood to refer to the territory of the United States and its possessions; the ships, submarines, vessels and aircraft of the United States Government; the embassies, consulates and other diplomatic missions of the United States; and any other territory, edifice or conveyance over which the United States exercises national sovereignty.

91.82a(2) For the purposes of paragraphs (91.82b) through (91.82d) below, the phrase “foreign national jurisdiction” shall be understood to refer to the territory of a foreign sovereign nation and its possessions; the ships, submarines, vessels and aircraft of such nation; the embassies, consulates and other diplomatic missions of such nation; and any other territory, edifice or conveyance over which such nation exercises national sovereignty, with the exception of foreign Government ships in United States territorial seas and internal waters and foreign government aircraft in United States air space.

91.82a(3) The term “Status of Forces Agreement” (SOFA) shall, for the purposes of this PWS, include not only actual Status of Forces Agreements (SOFAs) but also Visiting Forces Agreements (VFAs), Memoranda of Understanding (MoUs) and any other similar agreement, however titled, that governs, defines or clarifies the circumstances and terms under which United States armed forces, civil servants, and their supporting contractors are allowed to operate within foreign territory or national jurisdiction and which normally addresses issues pertaining to the presence and activities of United States forces and nationals, including matters pertaining to civil and criminal jurisdiction.

91.82b The contractor shall ensure that all support provided at any location outside immediate United States jurisdiction, whether

ashore in a foreign country or territory, afloat in a foreign vessel, airborne in a foreign aircraft, or otherwise under foreign national jurisdiction, shall comport with the contents of the Status of Forces Agreement (SOFA) applicable to that country or countries. The contractor shall brief its personnel providing such support on the pertinent contents of the applicable SOFA(s) prior to their departure for the foreign jurisdiction(s).

91.82c Where support under this PWS is provided in a foreign national jurisdiction wherein no SOFA is in force, the contractor shall brief its personnel on that fact prior to their departure for that foreign jurisdiction. The contractor shall report the lack of a SOFA to the COR prior to the departure of such personnel for the foreign jurisdiction(s). Contractor personnel shall attend applicable SOFA indoctrination training at host facilities if available.

91.82d The contractor shall submit to the COR (CDRL A006) a written report explaining the circumstances and disposition, if known, of any incident within a foreign national jurisdiction wherein its personnel are arrested, detained or otherwise taken into custody by US or foreign government personnel, whether during or outside working hours. The report shall be made not later than 2 business days after the contractor becomes aware of the incident and may be made by e-mail or in hard copy format. The contractor shall ensure the COR has received the report and is aware of its subject. If the COR is not available, the contractor shall make such report to the Contracting Officer with copy to the COR. The contractor shall provide updated reports to the COR as the incident develops, unless this requirement is waived by the COR. Reports shall include the following information about the incident, if available to the contractor at the time of the report:

91.82d (1) Name(s) of contractor personnel involved.

91.82d (2) Name(s) of US Government personnel involved, if any.

91.82d (3) Whether foreign nationals were involved and their names and nationalities, if known.

91.82d (4) Whether US or foreign law enforcement personnel were involved.

91.82d (5) Whether US citizens or foreign nationals were injured or killed.

91.82d (6) Whether US diplomatic missions or personnel were notified of the incident, and by whom.

91.82d (7) Whether any local US military command was notified of the incident and by whom.

91.82d (8) Whether the contractor personnel remain in the foreign jurisdiction or have traveled elsewhere.

91.82d (9) Brief description of incident to include date(s), time(s) and locations(s), as applicable.

91.82d (10) What action, if any, the contractor has taken to dispose of the incident.

91.82e These reports are for information only and nothing in the (91.82) series paragraphs shall be so interpreted as to deprive any personnel of due process or other civil rights. Where provision of this information, or any part of it, to the Government may be felt by the contractor or the contractor personnel to limit or infringe such rights, the contractor shall

first contact the COR for clarification. If the COR is not available, the contractor shall instead contact the Contracting Officer.

91.81f Unless specifically required by the terms of a particular SOFA, or unless required by other US law, instruction or policy, the Government shall not provide legal representation abroad to contractor personnel taken into custody, detained or prosecuted by a host nation law enforcement agency.

91.90 Government Furnished Property and Government Furnished Information

91.91 Scope. Contractor personnel working in Government buildings and occupying Government spaces shall be granted use of Government Furnished Property (GFP) to the extent necessary to perform the requirements of this procurement as defined in paragraphs (91.92) through (91.95) below. Access to Government Furnished Information (GFI) is governed by the provisions of paragraph (99.00) below and of the Department of Defense Contract Security Classification Specification, DD Form 254, attached to this requirement.

91.92 Office Space and Furnishing. Contractor personnel occupying Government spaces shall be allowed rent-free office space comparable to that provided nearby Government personnel performing broadly similar functions. The contractor shall have necessary use of office furnishings with desks or cubicles, chairs, and file cabinets. Navy-Marine Corps Intranet (NMCI) computers and landline telephones shall be made available for official use only by contractor personnel at the Government site. Contractor personnel shall be responsible for complying with security regulations regarding telephone, e-mail and Internet use. The contractor shall have access to all Government Furnished Equipment (GFE) necessary to perform the requirement.

91.93 Consumable Materials. Except as may be specified elsewhere in this requirement, use of Government consumable materials by the contractor is authorized on a case-by-case basis within the restrictions shown in Paragraphs (91.93a) through [91.93b(2)] below.

91.93a Government Consumables shall not be used for the production of newsletters, presentations or reports exceeding 300 printed pages (total, including all copies); or optical media exceeding 20 copies in total. The COR may waive this restriction at the Government’s discretion in the case of classified products; where mission-critical timeliness, security or business sensitivity considerations requires the use of Government consumables; or where the Government possesses a unique consumable the contractor cannot procure in a cost-effective or timely fashion.

91.93b With in the restrictions of Paragraph (91.93a) above, the contractor may use nominal amounts of Government consumable materials as shown in Paragraphs [91.93b (1)] through [91.93b (2)] below.

91.93b (1) Use of nominal amounts of printer and photocopier paper for printing and copying of important naval message traffic, electronic mail messages, financial spreadsheets, and similar low-volume documents.

91.93b (2) Use of pens, paper, tape, and similar desktop consumables in teaming environments, such as conferences, meetings, process improvement events or program reviews,

where the use of contractor-supplied consumables would impose delay or be otherwise impractical. In such circumstances, use of consumable materials must be comparable to that used by Government teammates.

91.94 No GFP shall become the property of the contractor. All GFP, except authorized consumable materials, shall be returned to the custody of the Government at the expiration of this procurement.

91.95 GFE

91.95a Damage to GFE. Damage to Government furnished equipment (GFE) resulting from intentional or negligent misuse by contractor personnel is the responsibility of the contractor for repair or replacement at the discretion of the Government. Liability for damaged GFE shall be limited to the replacement costs, including shipping and handling. Damage to GFE during use by contractor personnel that results from normal usage, pre-existing condition or anomalies is the responsibility of the Government.

91.95b Loss of GFE. Loss of GFE where theft is neither known nor suspected is the responsibility of the contractor for replacement at the discretion of the Government. Liability for damaged GFE shall be limited to the replacement costs, including shipping and handling.

91.95c Theft of GFE.

91.95c(1) Loss of GFE through known and suspected theft shall be reported to local law enforcement at the time the loss is discovered and a copy of the subsequent report shall be provided to the COR not more than two business days after the report is available to the contractor.

91.95c(2) Where loss of the GFE through known and suspected theft has resulted from the negligence of the contractor, such as being due to improper storage, transportation and security procedures, the loss is the responsibility of the contractor for replacement at the discretion of the Government.

91.95c(3) Where loss of the GFE through known and suspected theft has not resulted from the negligence of the contractor, the loss is the responsibility of the Government.

91.95e The following Government Furnished Equipment shall be provided to the contractor:

1. Ethernet Switch, Barcode 46775, MFG D-Link, Model DGS-1008T, Serial #0219A1006053, Quantity one (1)
2. Monitor, Barcode 46798, MFG Dell, Model Ultrasharp, Serial #07R4773283027008NN, Quantity one (1)
3. CD Label Printer/CD Duplicator, Barcode 54160, MFG Rimage, Model 5400N, Serial #6502234, Quantity one (1)
4. CD Label Printer/CD Duplicator, Barcode 54161, MFG Rimage, Model 5400N, Serial #6502247, Quantity one (1)
5. Keyboard, no barcode, MFG Dell, Model Y-UK-DEL1, Serial #CN-OTH86-44751-78F-03HK, Quantity one (1)
6. Mouse, no barcode, MFG Dell, Model M-UAR DEL7, Serial #HS846131G4T, Quantity one (1)

The Government shall deliver all GFE referenced above to the contractor’s facility and will be responsible for collection all GFE from the contractor’s facility at the end of the Task Order period of performance.

91.96 All GFI shall be returned to the custody of the Government at the expiration of this procurement unless otherwise directed by

the Department of Defense Contract Security Classification Specification, DD Form 254, attached to this procurement. No unauthorized copies of GFI shall be made by the contractor.

92.00 GUIDANCE

92.10 Mandatory Guidance. Following guidance is mandatory for work carried out under this procurement. Guidance in this paragraph is in addition to, not in lieu of, other mandatory guidance in this requirement. If revisions to these guidance documents are published during the period of performance of this requirement, including option periods, if exercised, the revised versions shall become mandatory guidance in lieu of the versions here cited:

92.10a NAVSEA Technical Specification 9090.310D,“Alterations to Ships Accomplished by Alteration Installation Teams.” This guidance shall apply to all shipboard alteration installations and modernization planning and execution carried out in accordance with any and all parts of this requirement that involve such work.

92.10b “Access to the Vessel(s) (AT) (NAVSEA)” (January 1983). This specification is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

92.10c “Access to the Vessels by Non-U.S. Citizens (NAVSEA)” (December 2005) This directive is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

92.10d “Configuration Management (NAVSEA)” (April 2004). This directive is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

92.10e “Department of Labor Occupational Safety and Health Standards for Ship Repair (NAVSEA)” (September 1990) Applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

92.10f “Disposal of Scrap (NAVSEA)” (January 2008). This instruction is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

92.10g “Exclusion of Mercury (NAVSEA)” (May 1998). This instruction is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

92.10h “Government Surplus Property (NAVSEA)” (September 1990) This instruction is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

92.10i “Minimum Insurance Requirements (NAVSEA)” (September 1990). This requirement is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

92.10j “Qualification of Contractor Nondestructive Testing (NDT) Personnel (NAVSEA)” (April 2004). This instruction is applicable to all shipboard installation, repair and modernization work planning and execution in this requirement.

92.10k “Special Agreement Regarding Switchboard Subcontracts (NAVSEA)” (June 2000) This requirement is applies to all shipboard installation, repair and modernization work planning and execution in this requirement.

92.10l “Specifications and Standards (NAVSEA)” (August 1994) Applies to all shipboard installation, repair and modernization

work planning and execution in this requirement.
92.10m “Standardization – Alternate I (NAVSEA)” (January 2008) Applies to all shipboard installation, repair and modernization work planning and execution in this requirement.
92.10n “Updating Specifications and Standards (NAVSEA)” (August 1994) Applies to all shipboard installation, repair and modernization work planning and execution in this requirement.
92.10o NAVSEAINST 4160.3, Technical Manual Management Program (TMMP). This is mandatory guidance. The most current version shall be provided to contractor by technical code after award.
92.10p S0300-A7-AEG-010, 020, 030, 040, Aegis Style Guide for ETMs and TMs. This is mandatory guidance. The most current version shall be provided to contractor by technical code after award.
92.10q S0005-AA-GYD-070, Quality Assurance for NAVSEA TMs. This is mandatory guidance. The most current version shall be provided to contractor by technical code after award.
92.10r A35 Aegis Weapon System TM Production Standard Operating Procedures and Processes. These documents are provided as guidance. The most current versions shall be made available to contractor by technical code after award.
92.10s OPNAVAINST 5513.3 (series), Department of the Navy (DoN) Security Classification Guidance for Surface Warfare Programs (U). This is mandatory guidance. The most current version shall be provided to contractor by technical code after award.
92.10t ATIS Compatibility Testing. This is mandatory guidance. The most current version shall be provided to contractor by technical code after award.
94.00 (NOT USED)
95.00 (NOT USED)
96.00 (NOT USED)
97.00 TRANSITION PERIOD
97.10 The Government anticipates work on this order to commence at the end of the Transition Period specified in paragraph (97.20) below. The contractor shall start work on all applies tasking in this requirement no later than the expiration of that Period.
97.20 Work on this requirement shall commence approximately 30 calendar days after the award of this order (the first day of the period of performance), plus or minus five (5) calendar days. If the date of the award of this order falls on the calendar such that the first day of the period of performance falls on a weekend, Federal holiday, or extraordinary leave day, the Government may, at its discretion, move the date of start of work back or ahead by as much as five (5) calendar days to start work on a logical work day. This date shall be agreed upon with the contracting officer within three (3) working days of award.
98.00 (NOT USED)
99.00 SECURITY
99.01 Contents. The (99.00) series paragraphs are organized as shown below.
Paragraph (99.01) – Contents
Paragraph (99.10) – Security Requirements Specification
Paragraph (99.15) – Security Clearances
Paragraph (99.20) – General Security Procedures
Paragraph (99.30) – Information Protection
Paragraph (99.40) – Operations Security (OPSEC)

Paragraph (99.50) – "For Official Use Only (FOUO)" Information
Paragraph (99.60) – Communications Security (COMSEC) - Not Used
Paragraph (99.70) – Intelligence (INTEL) - Not Used
Paragraph (99.80) – Emergency Action Plans (EAPs)
Paragraph (99.90) – Training Requirements
99.10 Security Requirements Specification
99.10a This procurement does not require access to communications security (COMSEC) equipment.
99.10b This procurement does not require access to intelligence information (INTEL).
99.10c This procurement does not require access to Sensitive Compartmented Information (SCI).
99.10d This procurement does require access to North Atlantic Treaty Organization (NATO) information. Paragraph(s) (10.70), (15.80) and (20.80), and (25.20) in the body of the PWS above apply.
99.10e This procurement does require access to the Secure Internet Protocol Router Network (SIPRNET). Paragraph(s) (10.70), (15.80) (20.80) and (20.80), and (25.20) in the body of the PWS above apply.
99.10f This procurement does require access to Operations Security (OPSEC) Sensitive information. Paragraph(s) (10.70), (15.80) and (20.80), and (25.20) in the body of the PWS above apply.
99.10g This procurement does require access to Foreign Government Information (FGI). Paragraph(s) (10.70), (15.80) and (20.80), and (25.20) in the body of the PWS above apply.
99.15 Security Clearances.
99.15a Contractor personnel shall obtain and maintain at a minimum a security clearance level of SECRET to work on this requirement and a security clearance level of SECRET on a task-specific basis. Clearances shall be maintained for the duration of this procurement.
91.15b A list of personnel and their security clearances on file shall be delivered to the COR no later than 20 business days following award and shall be updated with the monthly personnel listing deliverable.
99.20 General Security Procedures
99.21 Contractor personnel shall comply with all DoD, DoN, NAVSEA, NBVC, NSWC, local Navy installation and NSWC PHD security instructions, policies, procedures and guidance as they apply to the contractor both on and off Government property at NSWC PHD, remote sites or travel destinations, to include following established check-in and check-out procedures of all contractor personnel occupying Government facilities or otherwise requiring physical access to Naval Base Ventura County and NSWC PHD. The provisions of paragraph (99.25) below apply to check-out procedures.
99.22 (Not Used)
99.23 Common Access Cards (CACs)
99.23a CAC issuance is at the discretion of the Government. The Government reserves the right to change the criteria for CAC issuance at any time without notification to the contractor. The contractor is responsible for ensuring the return of all CACs issued their employees to Naval Base Ventura County Security upon contractor employee separation, the expiration of this

procurement and the termination of this procurement as required in paragraph (99.24) below. Reports of the status of contractor personnel occupying NSWC PHD facilities and of the return of CACs shall be made in accordance with paragraphs [94.30c (1)] and [94.30c (2)] respectively, above.

99.23b CACs shall normally be issued only to individual contractor personnel who are assigned to this requirement and who meet at least one of the three following criteria:

99.23b(1) The individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the Department on a recurring basis for a period of 6 months or more. Note that CACs shall not be issued to contractor personnel merely to allow convenient access to NBVC as an alternative to securing daily base passes or participating in the RAPIDGate program. See paragraph (91.32) above.

99.23b (2) The individual requires both physical access to a DoD facility and access, via logon, to a DoD network. Access to a DoD network must require the use of a computer with a Government-controlled configuration located in a DoD facility or use of a DoD approved remote access procedure.

99.23b (3) The individual requires remote access to DoD networks that use only the CAC logon for user authentication.

99.24 Government Facilities. The provisions of paragraph (91.32) above apply to contractor personnel working at Government facilities.

99.25 Rescission of Access to Government Facilities

99.25a Access to Government facilities is at the discretion of the Government. The Government reserves the right to rescind access by contractor personnel to Government facilities at any and all times and without presenting reason.

99.25b In each instance when contractor employees depart Naval Base Ventura County at the end of their employment with the company or firm, at the end of the Period of Performance (PoP) of this procurement, upon their transfer to another procurement, and upon being denied access to Government facilities for whatever reason, the contractor shall ensure the prompt return to the Government of all of the following materials in the possession of that employee:

99.25b (1) Government-owned keys to desks, offices, etc.

99.25b (2) Common Access Cards (CACs), except for CACs issued to retired military personnel and retired civil servants on that basis

99.25b (3) Base Passes, except for passes issued to retired military personnel and retired civil servants on that basis

99.25b (4) Base stickers for the employee’s vehicles, except for stickers issued to retired military personnel and retired civil servants on that basis

99.25b (5) GFE and GFI, with special attention to IT equipment, Critical Information (CI), and CPI

99.25b (6) Courier pass, if issued to the departing employee

99.25c In executing the provisions of paragraph (99.24b) above, the contractor may collect the materials listed in that paragraph and return them to the custody of an appropriate Government employee or direct the contractor employee to surrender these items at the Naval Base Ventura

County Security Office, whichever is appropriate to the circumstances. In all cases the contractor shall follow current Naval Base Ventura County and NSWC PHD Security instructions appropriate to the circumstances.

99.26 Emergency Operations. The provisions of paragraph (91.40) above apply to emergency operations under conditions of heightened security and Anti-Terrorism Force Protection posture.

99.27 Isolated Personnel Reporting. Contractor personnel traveling to the Area of Responsibility (AOR) of the United States Pacific Command (PACOM) and other Unified Combatant Commands (UCCs), excepting US territory shall complete an Isolated Personnel Report (ISOPREP) or other similar document specified by the UCC when required as a precondition to entering the AOR on official business under this requirement.

99.30 Information Protection

99.31 Contractor personnel granted access to the NMCI network shall be required to complete Navy Information Assurance (IA) or comparable training, at the Government’s discretion, and complete and sign appropriate IA forms required to be granted continued access to Government information technology networks.

99.32 Contractor personnel occupying NSWC PHD facilities, and contractor personnel who routinely visit NSWC PHD facilities, may, at the Government’s discretion, be required as a condition of access to said facilities to sign a Certificate of Non-Disclosure (CND), also referred to as a Non-Disclosure Agreement (NDA), to protect classified and unclassified Government financial and other business sensitive information they may become aware of through proximity to Government personnel, information and spaces. Contractor personnel may, at the Government’s discretion, be required to sign a CND (or NDA) to protect financial and other proprietary information pertaining to other contractors if the completion of the tasking in this PWS necessitates access to such information. If required, the COR shall issue CNDs or NDAs to the contractor, who shall return signed CNDs or NDAs to the COR within three business days. The provisions of Section H of this procurement pertaining to Non-Disclosure Statements, CNDs and NDAs apply.

99.40 Operations Security

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

99.42 The contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information as identified in the Critical Information (CI) List [see paragraph (99.45)], and the attached Critical Program Information (CPI) List if applies. The prime contractor and all subcontractors shall employ the countermeasures listed in paragraph (99.47) below to protect that information. Additional countermeasures may be employed as

necessary. If an OPSEC Plan is provided, the contractor and all subcontractors shall comply with that plan. These OPSEC requirements shall be in effect throughout the life of the procurement from award through the conclusion of services at the end of the PoP or other procurement termination. If required, the contractor and all subcontractors shall prepare their own OPSEC Plan in accordance with the DD Form 1423-1, Contract Data Requirements List (CDRL).

99.43 All prime contractors and subcontractors shall comply with PHDNSWCINST 3432.1A Operations Security. (PHDNSWCINST 3432.1A is available on the NSWC PHD Portal.
Contractors without Portal access may request a copy of this document from the Contracting Officer.) All prime contractor and subcontractor personnel assigned to this requirement shall complete the mandatory annual OPSEC training provided by the Government no later than 30 September of each year. Prime contractors and their subcontractors shall report to PHD NSWC by 15 October each year the number of their employees assigned to this procurement who were trained, the number remaining to be trained, and the completion percentage. Failure to comply with the requirement for mandatory annual OPSEC training may result in termination of the procurement and may be reported as non-compliant with NAVSEA OPSEC requirements. The prime contractor and all subcontractors shall comply with the Navy’s Information Assurance and Personnel Security Requirements for Accessing Government Information Technology (IT) Systems.

99.44 Contractor personnel shall follow Operations Security (OPSEC) concepts and principles in the conduct of this requirement to protect Critical Information [see paragraph (99.45) below], personnel, facilities, equipment and operations from compromise. The contractor shall consult with the COR within 5 working days of receipt of order to determine all special circumstances affecting OPSEC under this requirement. In any case where there is uncertainty or ambiguity regarding OPSEC measures, the contractor shall consult the COR as soon as possible. If the COR is unavailable, the contractor shall consult the contracting officer instead. The prime contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information and comply with all OPSEC guidance in accordance with the references in paragraphs (99.44a) through (99.44d) below:

99.44a PHDNSWCINST 3432.1A Operations Security

99.44b PHD NSWC DD 254 OPSEC Supplement

99.44c Program OPSEC Plan (if applies)

99.44d All OPSEC requirements as identified in this PWS.

99.45 Critical Information. Critical information is specific facts about the intentions, capabilities, operations, or activities of NSWC PHD and its supporting contractors needed by adversaries or competitors to plan and act, so as to guarantee failure or unacceptable consequences for mission accomplishment. The items in paragraphs (99.45a) through (99.45r) below are deemed to be general Critical Information (CI) for the purposes of this requirement.

99.45a Force Protection countermeasures

99.45b Information Technology (IT) network vulnerabilities and defenses

99.45c Employee personal information, including Social Security Number (SSN), home address, home telephone number, family information, financial data, and similar sensitive information which might contribute to identity theft and the breach of DoD security systems.
99.45d Engineering processes
99.45e Budgetary and financial information
99.45f Overseas travel
99.45g Content of DoD and contractor portals
99.45h Passwords and combinations
99.45i Counterintelligence measures
99.45j Combat systems capabilities
99.45k Combat systems vulnerabilities and limitations
99.45l Test and evaluation (T&E) schedules
99.45m Self Defense Test Ship (SDTS) configuration, schedules and movements
99.45n Ships’ schedules and movements, including port visits
99.45o Ships’ readiness and material condition, including Casualty Report (CASREP) status; Combat Systems Ship Qualification Trial (CSSQT) events, scenarios and schedules; and other information that could be used to determine a ship’s combat readiness and deduce movements.
99.45p New combat systems technologies and demonstrations
99.45q Technical documentation
99.45r DoD, Navy, NAVSEA, NSWC and NSWC PHD website pages and contents, except public-facing contents
99.45s Location, deployment, movements, capabilities, vulnerabilities and readiness condition of US, allied and friendly forces worldwide
99.46 Minimum Protection Requirements for Critical Information. Critical information is exempt from public release under Exemption 2 [high (b) (2)] of the Freedom of Information Act (FOIA).
It is designated “For Official Use Only (FOUO)” and is considered controlled unclassified information. The following Information Security requirements apply:
99.46a Controlled Unclassified Information (CUI): Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 12958, as amended, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.
99.46b Minimum Requirements for Access to Controlled Unclassified Information (CUI):
Prior to access, contractor personnel requiring access to DoN controlled unclassified information (CUI) or "user level access to DoN or DoD networks and information systems, system security

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

99.46c Minimum Protection Requirements for Controlled Unclassified Information (CUI):

Contract deliverables taking the form of unclassified limited-distribution documents [e.g., “For Official Use Only (FOUO),” Distribution Statement Controlled] are not authorized for public release and therefore shall not be posted on a publicly accessible web server or electronically transmitted via electronic mail unless appropriately encrypted.

99.47 Countermeasures. Countermeasures to Critical Information exploitation are required to negate the susceptibility of critical information to exploitation by an adversary or competitor.

The contractor shall protect all CI listed in paragraph (99.45) above in a manner appropriate to the nature of the information, including use of the countermeasures listed in paragraphs (99.47a) through (99.47k) below, as applies to each specific item of CI:

99.47a Encryption of electronically-stored CI.

99.47b Encryption of e-mail containing CI.

99.47c Storage of hard copy CI, optical media and external hard drives in locked containers when not in use.

99.47d Transmission of CI to the minimum set of recipients with a need to know.

99.47e Proper marking of CI with warnings to include at a minimum “FOR OFFICIAL USE ONLY”; as appropriate to the nature of the CI it shall also be marked with “UNCLASSIFIED BUT SENSITIVE,” “PRIVACY ACT INFORMATION,” “PERSONALLY IDENTIFYING INFORMATION,” “PROTECT FROM UNAUTHORIZED DISCLOSURE” or other similar statements cautioning protection of the CI.

99.47f Restricting disclosure of CI at meetings and conferences (including teleconferences) to the minimum necessary to the performance of this requirement.

99.47g Immediate and appropriate destruction in a manner precluding reconstruction of all CI no longer needed under this requirement.

99.47h Restricting verbal discussion of CI to venues and circumstances that prevent the monitoring and interception of the discussion by unauthorized personnel.

99.47i Maintaining current, successful completion of Navy-mandated Information Assurance (IA) and OPSEC training by all personnel handling CI.

99.47j Refraining from the use of unencrypted cellular telephones to transmit CI.

99.47k Refraining from the use of foreign postal systems to ship CI.

99.47l Promptly retrieving documents containing CI printed on printers accessible by persons without a need to know the CI.

99.47m Use of cover pages or other appropriate means to prevent the viewing of CI by unauthorized persons.

99.47n Limiting the inclusion of CI in contract and budget documents, presentations, press releases and other publications to that which is essential to the performance of this requirement.
99.47o Use of protected databases and strong passwords and the protection of user identifications (UserIDs).
99.47p During test and evaluation events (as applies to this requirement) practice OPSEC methodologies with respect to staging units, personnel and materials out of the observation of unauthorized persons; desensitization; and the speed of execution of the event.
99.48 Specific Critical Program Information. Paragraph (99.45) contains the generic categories of Critical Information to be protected under this requirement. For reasons of Operations Security, Critical Program Information (CPI) shall not be identified to offerors prior to award. CPI shall be identified to the successful offeror only after receipt of order.
99.49 Compromise. The contractor shall notify the COR within one business day of all known and suspected compromises of CI. If the COR cannot be reached, the contractor shall notify the contracting officer instead. Notification can be made by any means consistent with the protection of the subject CI.
99.50 “For Official Use Only (FOUO)” Information
99.50a The “For Official Use Only (FOUO)” marking is assigned to information at the time of its creation. It is not authorized as a substitute for a security classification marking but is used on official Government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA).
99.50b Use of FOUO markings does not mean that the information can’t be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it. Review of FOUO information provided by, and created under contract to, NSWC PHD must be reviewed by NSWC PHD.
99.50c All UNCLASSIFIED documents created under this procurement that contain FOUO
information shall be marked “FOR OFFICIAL USE ONLY” on the bottom of the cover page and interior pages.
99.50d Classified documents containing FOUO do not require any markings on the cover of the document. However, the interior pages containing only FOUO information shall be marked
at the top and bottom center with “FOR OFFICIAL USE ONLY.” Only unclassified portions containing FOUO shall be marked with “(FOUO)” immediately before each unclassified FOUO portion.
99.50e All FOUO information released to the contractor by NSWC PHD shall be marked with the following statement prior to transfer:
THIS DOCUMENT CONTRAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA. EXEMPTIONS(S) _____ APPLY.
Removal of the FOUO marking may be accomplished only by the originator or other competent authority. The contractor SHALL NOT REMOVE ANY FOUO MARKING WITHOUT WRITTEN AUTHORIZATION FROM NSWC PHD OR THE AUTHOR. The Government shall notify the contractor when the FOUO status is terminated.
99.50f The contractor is authorized to disseminate FOUO

information to its employees and team mates having a need to know the information to accomplish the requirements of this procurement.
99.50g During working hours, reasonable steps shall be taken to minimize the risk of access to FOUO information by unauthorized personnel. FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need to know the information to perform the requirements of this procurement. During nonworking hours, the FOUO information shall be stored in a locked desk, file cabinet, bookcase, rooms, or other lockable container or space affording reasonable protection from unauthorized disclosure.
99.50h FOUO information may be transmitted via US postal service first-class mail, parcel post and fourth-class mail for bulk shipments only. The contractor shall not permit FOUO information to enter foreign postal systems and parcel delivery systems.
99.50i When no longer needed, FOUO information shall either be returned to appropriate Government custody or destroyed in a manner precluding reconstruction of the information and then and placing it in the regular refuse or recycle container or in an uncontrolled burn container.
99.50j Electronic transmission of FOUO information (via voice, data, or facsimile transmission) shall be by approved secure communications systems. If circumstances preclude the use of such a system, the contractor shall consult the COR; if the COR is not available and time requirements do not permit delay, the contractor shall consult the contracting officer.
99.50k Unauthorized disclosure of FOUO information does not constitute a security violation but the contractor shall inform the COR within one business day of all known and suspected compromises of FOUO information. If the COR cannot be reached, the contractor shall notify
the contracting officer instead. Notification can be made by any means consistent with the protection of the subject FOUO information. The unauthorized disclosure of a FOUO information protected by the Privacy Act may result in criminal sanctions.
99.60 Not Used
99.70 Not Used
99.80 Not Used
99.90 Training Requirements
99.91 The contractor shall comply with all of the security requirements outlined and referenced in the Department of Defense Contract Security Classification Specification, DD Form 254 and its attachments.
99.92 The contractor shall require all prime contractor and subcontractor personnel performing this requirement to successfully complete the following training at the frequency listed in paragraphs (99.92a) and (98.92b) below and maintain currency of training for the duration of the Period of Performance:
99.92a Basic Training Specified of All Requirements

TRAINING FREQUENCY
OPSEC Once per fiscal year
SIPRNET Once per fiscal year

Information Awareness Once per calendar year
NATO In-brief Once at Receipt of Order
NATO Out-brief Once at end of procurement
99.92b The training requirements specified in paragraph (99.92a) above shall apply once to each contractor employee per course per period ("FREQUENCY") regardless of the number of NSWC PHD procurements to which the individual contractor employee is assigned. Completion of each training requirement for one NSWC PHD procurement shall meet the training requirements for all NSWC PHD procurements within the period specified ("FREQUENCY").
99.93 The contractor shall maintain a list of personnel who have completed the training specified in paragraph (99.92) above. This list shall be submitted with a letter certifying that the list is current, complete, and accurate as of the date of submission. The list and certification shall be submitted to the COR with a copy to the Contracting Officer, within 5 days after receipt of order and quarterly thereafter. When there are any changes to contractor's personnel and when it is specifically requested by the COR or Contracting Officer, the list and certification shall be provided within 5 days from the date of the request. Contractor personnel working on two or more NSWC PHD procurements need complete this training only once per stated period and it shall be applies to all current NSWC PHD procurements. See paragraph (99.92c) above.
However, completion of such training shall be certified individually for each NSWC PHD procurement with this training requirement.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

Special contract requirements (Section H Clauses) shall be in accordance with Section H of Seaport-e Multiple Award IDIQ contracts and as describe below.

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

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

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

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.

252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)

(a) Definitions.
“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of $1 million and uses Fiscal Year 2010 funds.
(b) The Contractor— (1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent

hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor’s or subcontractor’s agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contractor or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid hard to national security interests of the United States, and that term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contractor or subcontract addressed in the determination may be awarded.

(End of clause)

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

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

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

(c) GIDEP materials, software and information are available

without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: http://www.gidep.org

SECTION I CONTRACT CLAUSES

The following clauses are incorporated by reference

52.204-7 SYSTEM FOR AWARD MANAGEMENT JUL 2013
52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES OCT 2009

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES
ALT I - ALTERNATE I OCT 2009
52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET ASIDE NOV 2011
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS JAN 2011
52.219-14 LIMITATIONS ON SUBCONTRACTING NOV 2011
52.219-25 SMALL DISADVANTAGED BUSINESS DEC 2010
PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING
52.222-3 CONVICT LABOR JUN 2003
52.222-41 SERVICE CONTRACT ACT OF 1965 NOV 2007
52.222-35 EQUAL OPPORTUNITY FOR SPECIAL OCT 2010
DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND JAN 1997
MATERIAL SAFETY DATA
52.223-5 POLLUTION PREVENTION AND MAY 2011
RIGHT-TO-KNOW INFORMATION
52.223-10 WASTE REDUCTION PROGRAM MAY 2011
52.244-2 SUBCONTRACTS OCT 2010
52.248-1 VALUE ENGINEERING OCT 2010
252.215-7003 EXCESSIVE PASS-THROUGH CHARGES - APR 2007
IDENTIFICATION OF SUBCONTRACT EFFORT
252.215-7004 EXCESSIVE PASS-THROUGH CHARGES APR 2007
252.223-7004 DRUG FREE WORK FORCE SEP 1988
252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF APR 2012
TOXIC AND HAZARDOUS
MATERIALS 252.225-7046 EXPORTS BY
APPROVED COMMUNITY MEMBERS JUNE 2013
IN RESPONSE TO THE SOLICITATION
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF MAY 2013
GOVERNMENT-FURNISHED INFORMATION MARKED WITH

RESTRICTIVE LEGENDS

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE JUNE 1995

PREVIOUSLY DELIVERED TO THE GOVERNMENT

252.246-7001 WARRANTY OF DATA DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor’s record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to

exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation'' when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The

small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The
Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 541330- assigned to contract number N00178-10-D-6124-L602.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

To be completed at time of award

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

1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage -- Fringe Benefits

N/A

STATEMENT OF CORRELATION – DOL WAGE CATEGORIES

The above represents the Government correlation of RFP labor categories to the Department of Labor (DoL) Wage Categories. This correlation is provided to assist offerors in preparing realistic price proposal and to assist offerors in complying with the Service Contract Act (SCA).
Offerors who fail to propose in accordance with this clause may risk rejection or the cost proposal will be adjusted for cost realism. Offerors are reminded that compliance with the SCA and DoL Wage Determination is mandatory and any evidence of noncompliance will be forwarded to the DoL.
(End of clause)

52.222-49 SERVICE CONTRACT ACT—PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: Ventura, CA. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by 14:00 PDT, .

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However,

a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

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:

http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (FEB 2012)

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

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

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

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

(5) Covered Government support contractor means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and

oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--
(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

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

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

(8) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
(i) Private expense determinations should be made at the lowest practicable level.
(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) Developed exclusively with government funds means development

was not accomplished exclusively or partially at private expense.

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

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

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

(13) Government purpose rights means the rights to--
(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and
(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to--

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

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evolutional or informational purposes;
(ii) The recipient of the technical data is subject to prohibition on the further reproduction, release, disclosure, or use of the technical data; and
(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

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

(16) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.
The Government shall have unlimited rights in technical data that are--
(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
(vi) Corrections or changes to technical data furnished to the Contractor by the Government;
(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

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

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.
(2) Government purpose rights.
(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs 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 is authorized to be released or disclosed to covered Government support contractors;

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

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

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

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.
(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.
Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--
(i) The parties have agreed otherwise; or
(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have

expired or no longer apply.

(6) Release from liability.
The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.
(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.
(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.
(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

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

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

below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

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

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

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

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

_____

Printed Name and Title

_____

_____

Signature

_____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.
(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following

legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

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

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

Contract No.
N00178-10-D-6124

Contractor Name.
JSL Technologies Inc.

Contractor Address.
2675 North Ventura Road, Suite 102

Expiration Date. September 28, 2017

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

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:
Limited Rights
Contract No.
_____
Contractor Name
_____
Contractor Address
_____
_____
__
The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.
(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:
Special License Rights
The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____, License No._____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.
(End of legend)
(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

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

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

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

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

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

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

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

(2) The limitation in paragraph (j)(1) of this clause--
(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by theContractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and
(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.
(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

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

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

(4) The Contractor and higher-tier subcontractors or suppliers

shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

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

(End of clause)

252.227-7013 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

(a) Definitions. As used in this clause—

(1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

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

(3) “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.

(4) “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 databases or computer software documentation.

(5) “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.

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

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

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

(7) “Developed” means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(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) “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 computer software or computer software documentation for commercial purposes or authorize others to do so.

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

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

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

(13) “Minor modification” means a modification that does not

significantly alter

the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) “Noncommercial computer software” means software that does not qualify

as commercial computer software under paragraph (a)(1) of this clause.

(15) “Restricted rights” apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software 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;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software 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;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in the

performance of covered Government support contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation 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 computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest

in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

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

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation 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.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

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

(C) The Contractor (or the party asserting restrictions, as identified in the restricted 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 software, 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 restricted rights software 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.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) 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 software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the

unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation 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 software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or (2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation 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, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is 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 software, 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 Computer Software.

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

Computer Software
Name of Person

to be Furnished
Basis for
Asserted Rights
Asserting

With Restrictions*
Assertion**
Category***
Restrictions****

(LIST)
(LIST)
(LIST)
(LIST)

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**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., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

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

Date

_____

Printed Name and Title

_____

_____

Signature

_____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software 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 computer software by marking the deliverable software or documentation 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 restricted 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 computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be

used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No.
N00178-10-D-6124

Contractor Name.
JSL Technologies Inc.

Contractor Address
2675 North Ventura Road, Suite 102

Expiration Date. September 28, 2017

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

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software 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 software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer software documentation 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 computer software, computer software documentation, 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 markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or

license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation 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 computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. 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 of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation 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 Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall

imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation.

(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 computer software or computer software documentation to be delivered under this contract when—

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

(ii) The software or documentation 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 computer software or computer software documentation, 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 software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) Whenever any noncommercial computer software or computer software documentation 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 its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. 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 computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage

to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

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

(End of clause)

252.227-7015 Technical Data–Commercial Items (FEB 2014)

(a) Definitions. As used in this clause—

(1) “Commercial item” does not include commercial computer software.

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

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

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

(3) “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.

(4) The term “item” includes components or processes.

(5) “Technical data” means recorded information, regardless of the form or method of 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.

(b) License.

(1) The Government shall have the unrestricted right to use, modify, reproduce, release, perform, display, or disclose technical data, and to permit others to do so, that—

(i) Have been provided to the Government or others without restrictions on use, modification, reproduction, release, or further 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;

(ii) Are form, fit, and function data;

(iii) Are a correction or change to technical data furnished to the Contractor by the Government;

(iv) Are necessary for operation, maintenance, installation, or training (other than detailed manufacturing or process data); or

(v) Have been provided to the Government under a prior contract or licensing agreement through which the Government has acquired the rights to use, modify, reproduce, release, perform, display, or

disclose the data without restrictions.

(2) Except as provided in paragraph (b)(1) of this clause, the Government may use, modify, reproduce, release, perform, display, or disclose technical data within the Government only. The Government shall not—

(i) Use the technical data to manufacture additional quantities of the commercial items; or

(ii) Release, perform, display, disclose, or authorize use of the technical data outside the Government without the Contractor's written permission unless a release, disclosure, or permitted use is necessary for emergency repair or overhaul of the commercial items furnished under this contract, or for performance of work by covered Government support contractors.

(3) The Contractor acknowledges that—

(i) Technical data covered by paragraph (b)(2) of this clause are authorized to be released or disclosed to covered Government support contractors;

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

(iii) The Contractor (or the party asserting restrictions as identified in a restrictive 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 an non-disclosure agreement; and

(iv) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the 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.

(c) Additional license rights. 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. However, if the Government desires to obtain additional rights in technical data, 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 special license agreement made part of this contract. The license shall enumerate the additional rights granted the Government in such data.

(d) Release from liability. The Contractor agrees that the Government, and other persons to whom the Government may have released or disclosed technical data delivered or otherwise furnished under this contract, shall have no liability for any release or disclosure of technical data that are not marked to indicate that such data are licensed data subject to use, modification, reproduction, release, performance, display, or disclosure restrictions.

(e) Applicability to subcontractors or suppliers.

(1) The Contractor shall recognize and protect the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320 and 10 U.S.C. 2321.

(2) Whenever any technical data related to commercial items developed in any part at private expense will 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 and 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 any portion of a commercial item that was developed exclusively at private expense, and the clause at 252.227-7013 will govern the technical data

pertaining to any portion of a commercial item that was developed in any part at Government expense.

(End of clause)

252.227-7016 Rights in Bid or Proposal Information (JAN 2011)

a) Definitions.

(1) For contracts that require the delivery of technical data, the terms “technical data” and “computer software” are defined in the Rights in Technical Data--Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term “computer software” is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(b Government rights prior to contract award. By submission of its offer, the Offeror agrees that the Government—

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights subsequent to contract award. The Contractor agrees—

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify,

reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government’s right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data--Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR)

Program clause(s) of this contract.

(d) Government-furnished information. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of clause)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)

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

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

Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

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

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the

Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

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

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

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

Software.

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

Technical Data or

Computer Software
Name of Person

to be Furnished
Basis for
Asserted Rights
Asserting

With Restrictions*
Assertion**
Category***
Restrictions****

(LIST)*****
(LIST)
(LIST)
(LIST)

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

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

the specific basis for asserting restrictions.

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

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

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

Date

_____

Printed Name and Title

_____

_____

Signature

_____

(End of identification and assertion)

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

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

(End of provision)

252.227-7037 Validation of Restrictive Markings on Technical Data (JUNE 2013)

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data—Noncommercial Items clause of this

contract.

(b) Presumption regarding development exclusively at private expense.

(1) Commercial items. For commercially available off-the-shelf items (defined at 41 U.S.C. 104) in all cases, and for all other commercial items except as provided in paragraph (b) (2) of this clause, the Contracting Officer will presume that a Contractor’s asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Contracting Officer shall not challenge such assertions unless the Contracting Officer has information that demonstrates that the item, component, or process was not developed exclusively at private expense.

(2) Major systems. The presumption of development exclusively at private expense does not apply to major systems or subsystems or components thereof, except for commercially available off-the-shelf items (which are governed by paragraph (b)(1)) of this clause. When the Contracting Officer challenges an asserted restriction regarding technical data for a major system or a subsystem or component thereof on the basis that the item, component, or process was not developed exclusively at private expense, the Contracting Officer will sustain the challenge unless information provided by the Contractor or subcontractor demonstrates that the item, component, or process was developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except as provided in paragraph (b)(1) of this clause, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of

the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the

asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of 41 U.S.C. 7101, Contract Disputes, and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with paragraph (b) of this clause and the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as

possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the

restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes statute until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained—

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained—

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data—

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes “validation” as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute “validation.”

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments, including subcontracts and other contractual instruments for commercial items, with its subcontractors or suppliers at any tier requiring the delivery of technical data.

(End of clause)

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

(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, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Option 1 Items, listed below, latest option exercise date is
8100
8101
8102

9100

Option 2 Items, listed below, latest option exercise date is
8200
8201
8202
9200

(b) If the Government exercises this option, the extended contract shall be considered to include
this option clause.
NOTE: The last option year period may not go beyond the contractor's basic contract's period of performance, and is contingent upon the Seaport-e Multiple Award Contract (MAC) Option exercise.

CLINs and corresponding Dates will be filled-in at Task Order Award

(End of Clause)

52.219-17 SECTION 8(A) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the PHD NSWC the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the PHD NSWC Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the PHD NSWC.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003)

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

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

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
(d)(1) *Agreement*. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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

** - To be filled in at time of award.*

(End of clause)

SECTION J LIST OF ATTACHMENTS

Attachment_1_DD254

Attachment_2_Wage_Determination

Attachment_3_Cost_Summary_Format

Attachment_4_Supporting_Cost_Data

Attachment_5_DCAA_rate_check_form

Attachment_6_Past_Performance_Questionnaire_

Attachment_7_Previous_Contracting_Efforts

Attachment_8_Certificate_of_Non-Disclosure

Exhibit_1_CDRL_A001

Exhibit_1_CDRL_A002

Exhibit_1_CDRL_A003

Exhibit_1_CDRL_A004

Exhibit_1_CDRL_A005

Exhibit_1_CDRL_A006

Exhibit_1_CDRL_A007

Exhibit_1_CDRL_A008

Exhibit_1_CDRL_A009

Exhibit_1_CDRL_A010

Exhibit_1_CDRL_A011

Exhibit_1_CDRL_A012

Exhibit_1_DI_MGMT_80368A

Exhibit_1_DI_ADMIN_80508B

Exhibit_1_DI_ADMIN_81505

Exhibit_1_FNCL_80331A

Exhibit_1_DI_SAFT_81563