

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-15-D-8401		2. DELIVERY ORDER NO. N6426719F3002		3. EFFECTIVE DATE 2018 Nov 16		4. PURCH REQUEST NO. 1300754542		5. PRIORITY Unrated	
6. ISSUED BY NSWC, CORONA DIVISION Corona Division 2300 Fifth Street Norco CA 92878-5000 Michael C Berberich/0223 951-393-4217			CODE N64267	7. ADMINISTERED BY DCMA ORLANDO 3555 MAGUIRE BLVD. ORLANDO FL 32803-3726			CODE S1002A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)	
9. CONTRACTOR Science & Management Resources, Inc. dba SMR 2801 E Olive Road Pensacola FL 32514-6233			CODE 5R502	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS X 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. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>	

16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.						
	PURCHASE		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.						

Science & Management Resources, Inc.  
dba SMR

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  
See Schedule

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

<i>*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.</i>	24. UNITED STATES OF AMERICA	25. TOTAL
BY:	11/16/2018	26. DIFFERENCES
	CONTRACTING/ORDERING OFFICER	

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
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5. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
6. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS	
f. TELEPHONE		g. E-MAIL ADDRESS	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR	
36. CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		31. PAYMENT	34. CHECK NUMBER		
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	COMPLETE	35. BILL OF LADING NO.		
		PARTIAL			
		FULL			
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

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## **GENERAL INFORMATION**

This Task Order shall provide support services for the Precision Measurement Equipment Laboratories (PMELs) administered under the Naval Air Systems Command (NAVAIR) Metrology and Calibration (METCAL) program.

All of the Clauses contained in the SeaPort-e MAC are hereby incorporated in full by reference herein and are applicable to this solicitation/Task Order, and are supplemented herein.

**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Base Year Labor: IAW the SOW. (Fund Type - TBD)					
7001							
7001AA	R425	Base Year initial funding. (WCF)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Not Separately Priced CLIN for CDRLs IAW SOW in support of CLIN 7000.					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	Option Year One Labor: IAW the SOW. (Fund Type - TBD) Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Not Separately Priced CLIN for CDRLs IAW SOW in support of CLIN 7100.					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	Option Year Two Labor: IAW the SOW. (Fund Type - TBD) Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Not Separately Priced CLIN for CDRLs IAW SOW in support of CLIN 7200.					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	Option Year Three Labor: IAW the SOW. (Fund Type - TBD)  Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Not Separately Priced CLIN for CDRLs IAW SOW in support of CLIN 7300.					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	Option Year Four Labor: IAW the SOW. (Fund Type - TBD)  Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		Not Separately Priced CLIN for CDRLs IAW SOW in support of CLIN 7400.					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	R425	Base Year ODCs for CLIN 7000. (Fund Type - TBD)					
9001		ODC Base Year					
9001AA	R425	Base Year ODC Initial Funding for ODC (WCF)					
9100	R425	Option Year One ODCs for CLIN 7100. (Fund Type - TBD)  Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9200	R425	Option Year Two ODCs for CLIN 7200. (Fund Type - TBD) Option			
9300	R425	Option Year Three ODCs for CLIN 7300. (Fund Type - TBD) Option			
9400	R425	Option Year Four ODCs for CLIN 7400. (Fund Type - TBD) Option			

**NOTE 1: LEVEL OF EFFORT**

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

**NOTE 2: OPTION CLAUSE**

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

**NOTE 3: NOT SEPARATELY PRICED**

The price for Not Separately Priced (NSP) data items shall be included in the price of the corresponding Labor CLINs. Offerors shall propose \$0.00 for the NSP items (CLINs 7099, 7199, 7299, 7399, 7499).

**NOTE 4: ADDITIONAL CLINS**

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

**CLAUSES INCORPORATED BY FULL TEXT**

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

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

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

(End of Text)

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

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

(End of Text)

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

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

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

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

(End of Text)

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

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

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

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

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

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

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

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

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

(End of Text)

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

This entire Task Order is cost type.

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

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

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

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

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(End of Text)

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### 1. INTRODUCTION

The Naval Surface Warfare Center, Corona Division (NSWC Corona), Measurement Science and Engineering Department performs Metrology, Test, and Monitoring Systems Assessments supporting the Naval Air Systems Command's (NAVAIR) Metrology and Calibration (METCAL) Program. The Precision Measurement Equipment Laboratories (PMELs) are expanded capability laboratories with skilled Depot level technicians integrated into the Aircraft Intermediate Maintenance Department (AIMD) work centers or strategically geographic locations to produce Depot level calibrations in support of the NAVAIR METCAL Program.

#### 2. BACKGROUND

The Measurement Science and Engineering Department serves as the United States Navy's METCAL Program's primary technical agent. Measurement Science and Engineering Department provides METCAL technical support for the Systems Command's METCAL program managers. Measurement Science and Engineering Department supports the planning, budgeting and administering of funds for the calibration of Naval Aviation support equipment / Navy Test and Monitoring Systems (TAMS); supports the identification and monitoring of Naval Aviation fleet calibration support requirements/workload; and manages and provides technical oversight for the Naval Calibration Laboratories (NCLs) under NAVAIR METCAL administrative cognizance.

#### 3. SCOPE

The scope of this effort entails engineering technical support to the PMELs administered by the NAVAIR METCAL Program in areas that are not supportable by organic means. Technical expertise is required in the areas of: training, logistics field and system support, primary measurement systems support, Depot/intermediate level calibration, calibration systems support, data products and associated user guides, training material/manuals, on the job training (OJT) and formal training.

#### 4. APPLICABLE DOCUMENTS

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

Document Type	No./Version	Title	Date
DoD Instruction	5000.64	Accountability and Management of DoD-OWNED Equipment and Other Accountable Property. <a href="http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/500064p.pdf">http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/500064p.pdf</a>	July 2017
SECNAV	M-5216.5	Department of the Navy Correspondence Manual <a href="https://doni.documentservices.dla.mil/SECNAV%20Manuals1/5216.5%20(2015).pdf">https://doni.documentservices.dla.mil/SECNAV%20Manuals1/5216.5%20(2015).pdf</a>	June 2015
OPNAVINST	5100.23G	Navy Safety & Occupational Health (SOH) Program Manual <a href="http://www.public.navy.mil/NAVSAFECEN/Documents/OSH/SafetyOfficer/5100.23G_CH-1_with_updated_links.pdf">http://www.public.navy.mil/NAVSAFECEN/Documents/OSH/SafetyOfficer/5100.23G_CH-1_with_updated_links.pdf</a>	Jul 2011
DoD	5220.22-M Change 2	National Industrial Security Program Operating Manual (NISPOM) <a href="http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodm/522022M.pdf">http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodm/522022M.pdf</a>	Apr 2016 (CH 2) Feb 2006
OPNAVINST	5090.1D	Environmental Readiness Program <a href="http://www.navsea.navy.mil/Portals/103/Documents/SUPSALV/Environmental/OPNAVINST%205090-1D.pdf">http://www.navsea.navy.mil/Portals/103/Documents/SUPSALV/Environmental/OPNAVINST%205090-1D.pdf</a>	Jan 2014
SECNAVINST	M-5510.30	Navy Security Regulations <a href="https://doni.documentservices.dla.mil/SECNAV%20Manuals1/5510.30.pdf">https://doni.documentservices.dla.mil/SECNAV%20Manuals1/5510.30.pdf</a>	Jun 2006



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SECNAVINST	M-5510.36	DON Information Security Program <a href="https://doni.documentservices.dla.mil/SECNAV%20Manuals1/5510.36.pdf">https://doni.documentservices.dla.mil/SECNAV%20Manuals1/5510.36.pdf</a>	Jun 2006
SECNAVINST	5211.5E	DoD Privacy Program <a href="https://doni.documentservices.dla.mil/Directives/05000%20General%20Management%20Security%20and%20Safety%20Services/05-200%20Management%20Program%20and%20Techniques%20Services/5211.5E.pdf">https://doni.documentservices.dla.mil/Directives/05000%20General%20Management%20Security%20and%20Safety%20Services/05-200%20Management%20Program%20and%20Techniques%20Services/5211.5E.pdf</a>	Dec 2005
NSWCCORDIVINST	3070.1B	Operations Security Program (Exhibit B)	Mar 2018
OPNAVINST	3960.16B	Navy Test, Measurement, and Diagnostic Equipment, Automatic Test Systems, and Metrology and Calibration (Exhibit B)	Nov 2017
COMNAVAIRFORINST	4790.2 Series	Naval Aviation Maintenance Program (Exhibit B)	Jan 2017
NAVAIRINST	13640.1C	Naval Aviation Metrology and Calibration Program (Exhibit B)	Apr 2014
OPNAVINST	43P6B	Metrology Automated System for Uniform Recall and Reporting (MEASURE) User's Manual (Exhibit B)	Mar 1980
NAVAIR Manual	17-35QAC-01B	Navy and Marine Corps Calibration Laboratory Audit/Certification Manual (Exhibit B)	Dec 2006
OPNAVINST	4614.1G	Uniform Material Movement & Issue Priority System (Exhibit B)	Aug 2009
NAVAIRINST	13680.1E	Depot Level Rework Program for Support Equipment End Items (Exhibit B)	Feb 2018
NAVAIR Manual	17-35POP-01	Naval Air Metrology and Calibration Program Operations Process Manual (Exhibit C)	Nov 2000

## 5. REQUIREMENTS

### 5.0.1 Mandatory Requirements

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

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

(2) Requirement 2: Personnel Security Clearance. Contractor personnel in the Labor Categories of Senior Metrologist, Metrologist, Logistics Support Representative, Laboratory Quality Assurance Manager, Electronics Microwave Metrologist, Physical Mechanical Metrologist, Program Manager, Laboratory Operations Project Manager, Logistics Analyst and Program Management Analyst (see Attachment 3) shall obtain and maintain at a minimum, a security clearance level of SECRET to work on this requirement. Clearances shall be maintained for the duration of this effort.

### 5.1 Program Management Support

5.1.1 The Contractor shall manage the PMELs and maintain a SECRET clearance; have access to classified measurement information on Navy Ships Yards, Ships, Submarines, Navy Laboratories and United States Marine Corps (USMC) Laboratories.

5.1.2 The Contractor shall provide program management support to analyze, evaluate and change the policies and processes associated with managing the NAVAIR METCAL Program in accordance with NAVAIRINST 13640.1C and NAVAIR 17-35POP-01. Utilizing documents identified in Section 4, the Contractor shall analyze deficiencies and develop improvement plans, charts and documents related to operational and programmatic effectiveness. The reporting requirements shall be analyzed and compared to the current processes and provide recommendations to improve policies, processes, procedures and project status tracking and reporting in a cost effective manner (CDRL A001).

5.1.3 The Contractor shall manage acquisition and employment of program/project resources, control financial and administrative aspects of the program/project with respect to contract requirements. The Contractor shall provide a monthly financial report that addresses the status of funding on the contract to include total funding provided,

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labor funding expended, Other Direct Costs (ODC) billed, and when the available funding is anticipated to be expended, and provide a monthly personnel report in accordance with CDRLs A002 and A003.

5.1.4 The Contractor shall provide resource planning, management, laboratory operations coordination and logistics assessment of PMELs.

5.1.5 The Contractor shall serve as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. The Contractor shall develop a procedure plan and direct execution of the technical, programming, maintenance, administrative support effort monitoring, and report progress.

5.1.6 The Contractor shall review and recommend Business Process definition and improvements, Business Process Reengineering, project resource analysis, personnel and organizational productivity recommendations, and liaison with NAVAIR Systems Command and NAVAIR METCAL Product Support Team (PST) points of contact.

## 5.2 METCAL Life-Cycle Management Support

5.2.1 The Contractor shall provide life-cycle management support by assisting in the execution of the NAVAIR METCAL strategic initiatives associated with establishment of calibration laboratories in accordance with NAVAIRINST 13640.1C, OPNAVINST 4790.2H, and NAVAIR 17-35POP-01.

5.2.2 The Contractor shall draft, analyze, integrate and provide recommendations for policy documentation in accordance with Government, Department of Defense (DOD), Navy and System Commands (SYSCOM) regulations. The Contractor shall provide information and recommendations to respond to Congressional, DOD, Government Agency, Media or Industry inquiries, audits and for Congressional testimony. The Contractor shall provide support to Executive Steering Group meetings, Program Off-site meetings, Product Support Team (PST) meetings, Program Management Reviews (PMRs), working groups and other program wide meetings.

5.2.3 The Contractor shall provide recommendations on the need for documentation, reviews and meetings to the NAVAIR METCAL Program Management Team. The Contractor shall provide program management support with planning, coordination of events, management support, program/project management, risk management, mitigation plans and integration objectives.

5.2.4 The Contractor shall review, analyze, and provide recommendations for improving program efficiencies and processes and assist in the development of status reports; provide support with developing new or modified administrative program policies, regulations, goals, or objectives, and identify data required for use in the management and direction of programs.

5.2.5 The Contractor shall provide support with developing management and/or program evaluation plans, procedures, and methodology; support technical reviews, evaluate results, and provide recommendations to the program. The Contractor shall provide financial advice and recommendations for the program execution and out-year planning for certain standards available in the laboratory for possible procurement.

5.2.6 The Contractor shall develop, maintain, analyze and distribute metrics on Program functions; conduct data calls, analyze results and provide recommendations (CDRL A001).

5.2.7 The Contractor shall participate in the Navy TAMS Executive Board with other Department of the Navy (DON) System Commands, Department of Defense (DOD) and Government agencies to achieve maximum efficiency and utilization of laboratory performance; participate in strategic planning and provide concepts and strategies for implementing critical elements of the resulting strategic plan; and review and update affected programmatic documentation and directives resulting from changes in the strategic plan (CDRL A001).

## 5.3 Laboratory Primary Measurement Systems Support

5.3.1 The Contractor shall provide laboratory primary measurement systems support for the analysis, recommendations, planning of modernization efforts to eliminate obsolescence, increase turn-around-time, and

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increase customer service performance in accordance with NAVAIRINST 13640.1C, OPNAVINST 4790.2H, and NAVAIR 17-35POP-01.

5.3.2 The Contractor shall provide support to ensure Navy Primary Measurement Systems are capable of meeting measurement accuracy and traceability needs to support NAVAIR and Navy weapon systems operational readiness requirements.

5.3.3 The Contractor shall provide engineering analysis for technical issues related to Primary Measurement Systems support to include eliminating obsolescence and increasing turn-around-time. The Contractor shall review, evaluate, coordinate, provide recommendations on Primary Measurement Systems plans and documents, develop requirements and provide recommendations for modernizing Primary Measurement Systems. (CDRL A006).

5.3.4 The Contractor shall liaise and coordinate with NAVAIR METCAL Program Office and the Navy Primary Standards Laboratory (NPSL) Director to resolve technical problems as required for new primary measurement systems.

5.3.5 The Contractor shall develop program briefings and whitepapers relating primary measurement systems obsolescence issues to fleet impacts and risks (CDRL A008).

#### 5.4 Laboratory Operation Planning

5.4.1 The Contractor shall provide laboratory operation planning support for the planning of workload, monitoring of facilities and laboratory production, developing metrics for laboratory operations and performance in accordance with NAVAIRINST 13640.1C, OPNAVINST 4790.2H, and NAVAIR 17-35POP-01.

5.4.2 The Contractor shall interface with NAVAIR METCAL Program Office to ensure laboratory personnel have access to resources, such as administrative, technical, publications, information technology, personnel management, tools, transportation, safety equipment and hazardous material (HAZMAT).

5.4.3 The Contractor shall monitor, record and report facilities' compliance with all NAVAIR METCAL Program policies and procedures, including safety rules and regulations (CDRL A001).

5.4.4 The Contractor shall research, prepare and review annual customer budgets for accuracy.

5.4.5 The Contractor shall develop, review, revise and approve Standard Operating Procedures (SOP's) and other laboratory documents.

5.4.6 The Contractor shall monitor and support the training and evaluation of calibration technicians to ensure that documentation is complete and accurate.

5.4.7 The Contractor shall provide justification for new reference calibration standards required for performance of calibration duties (CDRL A001).

5.4.8 The Contractor shall assist in ensuring laboratory production goals are established and met.

5.4.9 The Contractor shall monitor and support the travel planning, execution and after-action reporting and process metrics for Depot-level and METCAL Contractor calibration laboratories.

5.4.10 The Contractor shall monitor service desk requests that come in from laboratories and provide assistance in resolutions.

#### 5.5 Laboratory Operation Management Support

5.5.1 The Contractor shall provide operation, maintenance and management of calibration facilities sites, systems, equipment and databases at all locations, except New Orleans, LA and Sigonella, Italy, as part of the lead technician functions.

5.5.2 The Contractor shall interface and coordinate with technical experts and calibration personnel at the PMEL

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locations to resolve technical problems as required for new measurement techniques.

5.5.3 The Contractor shall ensure daily calibration, repair and preventative maintenance actions are properly logged into the applicable databases and that required reports are generated for laboratory operations, customers, and SYSCOM METCAL Program Office (CDRLs A004, A005, and A007).

5.5.4 The Contactor shall process supply actions regarding standards, Test, Measurement, and Diagnostic Equipment (TMDE), and other direct costs (ODC), and ensure that follow up actions are initiated on late or unacceptable delivery dates.

5.5.5 The Contractor shall interface with appropriate SYSCOM METCAL customers for planning of on-site calibrations, recall of TMDE, receipt and issue of TMDE, and other customer calibration support concerns.

5.5.6 The Contractor shall provide required reference calibration standards and equipment; new or revised calibration procedures, support of newly identified customers, data logging and reporting requirements in support with SYSCOM METCAL Program Office. Travel may be required in the performance of this task.

#### 5.6 Laboratory Logistics Support (New Orleans and Sigonella Support)

5.6.1 The Contractor shall provide laboratory logistics support to ensure that equipment is scheduled into the laboratory for calibration by direct interface with customer activities to determine their needs and priorities in accordance with NAVAIRINST 13640.1C, OPNAVINST 4790.2H, and NAVAIR 17-35POP-01.

5.6.2 The Contractor shall monitor equipment while in the laboratory so that proper priority is given to individual items; documentation is correctly and expeditiously input into the management and recall system MEASURE.

5.6.3 The Contractor shall initiate follow-up actions on required material and coordinate with local supply as necessary.

5.6.4 The Contractor shall perform duties as the laboratory HAZMAT coordinator.

5.6.5 The Contractor shall assist with scheduling pick-up and delivery of customer equipment as required by laboratory management or lead senior technician.

#### 5.7 Laboratory Data Products Support

5.7.1 The Contractor shall provide laboratory data products support for the all laboratory technical libraries in accordance with NAVAIRINST 13640.1C, OPNAVINST 4790.2H, and NAVAIR 17-35POP-01.

5.7.2 The Contractor shall maintain laboratory technical data library; monitor and submit calibration problem reports, and technical publication deficiency reports (CDRL A001).

#### 5.8 Laboratory Calibration Training Support

5.8.1 The Contractor shall provide laboratory calibration training support to include on-site Depot/intermediate laboratory training, Training Material Support, and Training Deficiency Support in accordance with NAVAIRINST 13640.1C, OPNAVINST 4790.2H, and NAVAIR 17-35POP-01.

5.8.2 The Contractor shall provide on-site Depot/intermediate Laboratory Training Support to co-located calibration technicians. The Contractor shall conduct and evaluate training requirements for Metrology Calibration proficiency for assigned equipment; provide training manuals, training user guides and detailed documents (CDRL A009).

5.8.3 The Contractor shall provide technical advice in all Metrology Calibration disciplines.

5.8.4 The Contractor shall develop, implement and maintain an On-the-Job (OJT) program for laboratory personnel.

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5.8.5 The Contractor shall develop courses to correct identified deficiencies to include development of training user guides and detail documents with course material, handouts, teacher slides, and student handbooks (CDRL A009).

5.8.6 The Contractor shall design and develop new training, or convert existing training, to coincide with requirements for shipboard and shore-based sites (CDRL A009).

#### 5.9 Laboratory Calibration Support

5.9.1 The Contractor shall provide laboratory calibration support to produce Depot level calibrations traceable to National Institute of Standards and Technology (NIST), under cognizance Aircraft Intermediate Maintenance Department (AIMD) Officer in Charge (OIC), to ensure fleet calibrations for operational aircraft squadrons, in order to maintain planeside maintenance capability, while mitigating fleet calibration capability losses in accordance with NAVAIRINST 13640.1C, OPNAVINST 4790.2H, and NAVAIR 17-35POP-01. The Contractor will maintain a SECRET clearance and have access to classified measurement information on Navy Ships Yards, Ships, Submarines, Navy and USMC Laboratories.

5.9.2 The Contractor shall provide on-site calibration and incidental repair services. The Contractor shall provide repair, calibration and modification of a wide variety of complex precision measurement equipment utilized by the Navy & Marine Corps activities, and other laboratory customers within a seven (7) calendar day Turn-Around-Time (TAT), for reference calibration standards, and a 14-day calendar days TAT for TMDE in accordance with NAVAIRINST 13640.1C, OPNAVINST 4790.2H, and NAVAIR 17-35POP-01 (CDRL A007).

5.9.3 The Contractor shall maintain Calibration Standards (CALSTDS) Readiness at or above 96% at each of the laboratory locations in accordance with NAVAIRINST 13640.1C, OPNAVINST 4790.2H, and NAVAIR 17-35POP-01. Format for deliveries listed within the instructions shall be in accordance with CDRL A007.

5.9.4 The Contractor shall maintain Production Efficiency at or above 90% in accordance with NAVAIRINST 13640.1C, OPNAVINST 4790.2H, and NAVAIR 17-35POP-01. Format for deliveries listed within the instructions shall be in accordance with CDRL A007.

5.9.5 The Contractor shall provide technical and procedural advice and guidance to laboratory personnel and other Navy and Marine Corps personnel concerning metrology related matters such as the repair, calibration and modification of precision measurement equipment.

5.9.6 The Contractor shall provide advice for repair, calibration, and modification of the wide variety of complex precision measurement equipment utilized by the Navy & Marine Corps activities.

5.9.7 The Contractor shall prepare Accident/Incident Reports to provide immediate notification and information concerning any accident/incident. (CDRL A005)

5.9.8 The Contractor shall monitor environmental recorders to assure operation as specified in NAVAIRINST 13640.1C and NAVAIR 17-35POP-01.

#### 5.10 Laboratory Quality Assurance Support (New Orleans and Sigonella)

5.10.1 The Contractor shall provide laboratory Quality Assurance (QA) support for all locations excluding NAVAIR Calibration facilities/efforts in Saudi Arabia, Egypt and Taiwan; to ensure quality of calibrations and processes in accordance with NAVAIRINST 13640.1C, OPNAVINST 4790.2H, and NAVAIR 17-35POP-01.

5.10.2 The Contractor shall perform QA Representative Procedures for on-site Depot/intermediate laboratory calibration technician's workload. The Contractor shall perform at least 5% random Quality Verification Inspection (QVI) 5 of their calibration production, and documented QVI results must be retained for a minimum of three years, in accordance with NAVAIR 17-35POP-01 (CDRL A001).

5.10.3 The Contractor shall provide detailed QA planning and oversight for selected Calibration facilities/efforts.

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5.10.4 The Contractor shall implement and monitor QA system for these sites and ensure that they operate in an efficient and effective manner.

5.10.5 The Contractor shall provide QA program training for laboratory personnel including management, quality assurance representatives and collateral duty inspectors.

5.11 Laboratory Transportation Support

5.11.1 The Contractor shall provide vehicles necessary to transport large and/or heavy equipment, components, materials and support equipment to the New Orleans, LA, Guam, and Whidbey Island, WA calibration sites.

**6. GOVERNMENT FURNISHED PROPERTY**

The Government will make available the Government Furnished Material (GFM), Government Furnished Equipment (GFE), and Government Furnished Information (GFI) identified below for use by the contractor in the performance of this Task Order.

6.1 Government Furnished Equipment

6.1.1 GFE will be provided to the contractor (Attachment 4). Replacement of current GFE or acquisition of new equipment will be evaluated on a case by case basis to determine whether it will be GFE or Contractor Furnished Equipment (CFE).

6.2 Access to Government Property

6.2.1 In performance of this Task Order, the Government will provide a workspace for each Contractor requested under the currently contracted level of effort, with Navy Marine Corps Intranet (NMCI) computers assets as necessary, to accomplish required tasks, and for use by the Contractor as authorized by the Government only.

6.3 Government Furnished Equipment (GFE) will be provided to the Contractor. Replacement of current GFE or acquisition of new equipment will be evaluated on a case by case basis.

6.4 After contract award NAVAIR METPRO CDs shall be provided to all Labs on a monthly basis, which include:

<u>DOCUMENT NAME</u>	<u>METHOD OF DELIVERY</u>
<u>NAVAIR 17-35-MTL-1</u>	<u>ON METPRO CD</u>
<u>NAVAIR 17-35NCA-1</u>	<u>ON METPRO CD</u>
<u>NAVAIR 17-35NCE-1</u>	<u>ON METPRO CD</u>
<u>NAVAIR 17-35FR-06</u>	<u>ON METPRO CD</u>

6.5 Damage to GFE resulting from intentional or negligent misuse by contract personnel is the responsibility of the Contractor for repair or replacement at the discretion of the Government. Damage to GFE during use by Contractors that results from normal usage, pre-existing conditions or anomalies is the responsibility of the Government.

6.6 All GFI and GFE shall be returned to the custody of the Government at the expiration of this procurement unless otherwise directed by the Government.

**7. DELIVERABLES**

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

CDRL	DID	TITLE/SUBTITLE
A001	DI-MGMT-80227	Contractor's Progress, Status and Management Report Contractor's Monthly Progress and Status Report
A002	DI-FNCL-80912	Performance and Cost Report Contractor's Monthly Financial Report
A003	DI-MGMT-81834	Contractor's Personnel Roster Personnel Roster
A004	DI-MISC-80508B	Technical Report-Study/Services Trip Report(s)
A005	DI-SAFT-81563	Accident/Incident Report Mishap Report
A006	DI-MISC-80508B	Technical Report-Study/Services Primary Measurement Systems Report
A007	DI-MISC-80508B	Technical Report-Study/Services Laboratory Production Report
A008	DI-ADMN-81373	Presentation Material Presentation Materials
A009	DI-ADMN-81373	Presentation Material Training Material
A010	DI-MGMT-81991	Contract Status Report eCRAFT / Contractor's Funds and Man-hour Expenditure Reports

## 8. ELECTRONIC COST REPORTING AND FINANCIAL TRACKING

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the Contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system (CDRL A010). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Funds and Man-hour Expenditure Report reports Contractor expenditures for labor, materials, travel, Subcontractor usage, and other contract charges.

(1) Access. eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The eCRAFT e-mail address for report submission is: [Ecrafft.nuwc.npt.fct@navy.mil](mailto:Ecrafft.nuwc.npt.fct@navy.mil). If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection. The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

## 9. ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

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[www.ecmra.mil](http://www.ecmra.mil)

(b) 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 [www.ecmra.mil](http://www.ecmra.mil).

#### **CLAUSES INCORPORATED BY FULL TEXT**

##### **HQ C-1-0001 ITEMS 7099, 7199, 7299, 7399, 7499 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

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

(End of Text)

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

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

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

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

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

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

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

(End of Text)

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 31 July 2018 in response to NAVSEA



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NSWC Corona Solicitation No. N6426718R3002.

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

(End of Text)

**HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)**

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c) (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the Contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(End of Text)

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

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

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the

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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 terminate this contract for default.

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(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)

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

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

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

(1) The support contractor not disclose any information;

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

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

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

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room

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management support contractor for the limited purpose of executing its file room support contract responsibilities.

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

(End of Text)

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## **SECTION D PACKAGING AND MARKING**

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

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

### **CLAUSES INCORPORATED BY FULL TEXT**

#### **HQ D-1-0001 PACKAGING OF DATA**

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

(End of Text)

#### **HQ D-1-0002 PACKAGING OF SUPPLIES**

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

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

(End of Text)

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

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

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

Karl R Hamrick  
Naval Air Systems Command  
Patuxent River, MD

(End of Text)

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **CLAUSES INCORPORATED BY FULL TEXT**

#### **HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA**

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

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

(End of Text)

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

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

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

(End of Text)

**SECTION F DELIVERABLES OR PERFORMANCE**

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

7000	11/16/2018 - 11/15/2019
7001AA	11/16/2018 - 11/15/2019
9000	11/16/2018 - 11/15/2019
9001AA	11/16/2018 - 11/15/2019

**CLIN - DELIVERIES OR PERFORMANCE**

Services to be performed hereunder will be provided at Anderson Air Force Base, Guam; Beaufort, SC; Egypt; Futenma, Japan; Iwakuni, Japan; Kaneohe Bay, HI; New Orleans, LA; Patuxent River, MD; San Diego, CA; Sigonella, Italy; Saudi Arabia; Taiwan; Whidbey Island, WA; and Contractor's facilities.

**CLAUSES INCORPORATED BY FULL TEXT**

**HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES**

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

ITEM(S)	FROM	TO
7000	11/16/2018	11/15/2019
7099	11/16/2018	11/15/2019
9000	11/16/2018	11/15/2019
7100	11/16/2019	11/15/2020
7199	11/16/2019	11/15/2020
9100	11/16/2019	11/15/2020
7200	11/16/2020	11/15/2021
7299	11/16/2020	11/15/2021
9200	11/16/2020	11/15/2021
7300	11/16/2021	11/15/2022
7399	11/16/2021	11/15/2022
9300	11/16/2021	11/15/2022
7400	11/16/2022	11/15/2023
7499	11/16/2022	11/15/2023
9400	11/16/2022	11/15/2023

(End of Text)

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

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

(End of Text)

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## SECTION G CONTRACT ADMINISTRATION DATA

### CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions (OCT 2005)

252.232-7003 Electronic Submission of Payment Request and Receiving Reports (JUN 2012)

### CLAUSES INCORPORATED BY FULL TEXT

#### 252.232-7006 Wide Area Work Flow Payment Instructions (MAY 2013)

(a) Definitions. As used in this clause—

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

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

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

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

(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; and <https://www.acquisition.gov>

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

(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.cb.mil/>

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

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

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

Cost Voucher

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

N/A

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

Routing Data Table\*



Field Name in WAWF	Data to be entered in WAWF
Contract Number	N00178-15-D-8401
Delivery/Task Order Number	N6426719F3002
CAGE Code	
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(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.

[CRNA\\_WAWF\\_COMPTR0L@NAVY.MIL](mailto:CRNA_WAWF_COMPTR0L@NAVY.MIL)  
[karl.hamrick@navy.mil](mailto:karl.hamrick@navy.mil)

(g) WAWF point of contact.

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

-NAVSEA HQ WAWF Helpdesk: [WAWFHQ@navy.mil](mailto:WAWFHQ@navy.mil); or

-Scott Wobken at 951-393-5135 or [scott.wobken@navy.mil](mailto:scott.wobken@navy.mil)

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

(End of clause)

**252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)**

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area Work Flow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR

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Supplement.

(End of clause)

#### **HQ G-2-0002 CONTRACT ADMINISTRATION DATA**

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

See SF33

(End of Text)

#### **HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE**

CONTRACTING OFFICER'S REPRESENTATIVE  
ATTN: KARL HAMRICK  
NAVAL SURFACE WARFARE CENTER CORONA DIVISION  
P.O. BOX 5000  
Telephone No. 951-393-4556  
Email: [karl.hamrick@navy.mil](mailto:karl.hamrick@navy.mil)

(End of Text)

#### **HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE**

CONTRACT SPECIALIST  
ATTN: MICHAEL BERBERICH  
NAVAL SURFACE WARFARE CENTER CORONA DIVISION  
1999 FOURTH STREET BUILDING 510  
NORCO, CA 92860  
Telephone No. 951-393-4217  
Email: [michael.c.berberich@navy.mil](mailto:michael.c.berberich@navy.mil)

CONTRACTING OFFICER  
ATTN: DESIREE DERUYTER  
NAVAL SURFACE WARFARE CENTER CORONA DIVISION  
1999 FOURTH STREET BUILDING 510  
NORCO, CA 92860  
Telephone No. 951-393-5530  
Email: [desiree.deruyter@navy.mil](mailto:desiree.deruyter@navy.mil)

(End of Text)

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

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime

Contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

(End of Text)

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

(a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use only

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(b) This entire contract is cost type.

(End of text)

Accounting Data

SLINID	PR Number	Amount
7001AA	130075454200001	
LLA :		
AA 97X4930 NH1M 251 77777 0 050120 2F 000000 A00004808710		
9001AA	130075454200002	
LLA :		
AA 97X4930 NH1M 251 77777 0 050120 2F 000000 A00004808710		

BASE Funding  
Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### CLAUSES INCORPORATED BY FULL TEXT

#### 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION – All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronymic or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven-digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

(End of Text)

#### 5252.216-9122 LEVEL OF EFFORT – ALTERNATE I (MAY 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 360,960 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

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

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

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(d) The level of effort for this contract shall be expended at an average rate of approximately 1,680 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following Paragraph.

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

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

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

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

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

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

(End of Text)

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

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

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

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

(End of Text)

**5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

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

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE		
			PERIOD	FROM	TO
7000			BP	2/10/2019	2/09/2020
9000			BP	2/10/2019	2/09/2020
7100			OP 1	2/10/2020	2/09/2021
9100			OP 1	2/10/2020	2/09/2021
7200			OP 2	2/10/2021	2/09/2022
9200			OP 2	2/10/2021	2/09/2022
7300			OP 3	2/10/2022	2/09/2023
9300			OP 3	2/10/2022	2/09/2023
7400			OP 4	2/10/2023	2/09/2024
9400			OP 4	2/10/2023	2/09/2024

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

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

(End of Text)



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**5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

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

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

(End of Text)

**5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)**

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

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

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

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

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

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

(End of Text)

## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCES

52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
52.210-1	Market Research (APR 2011)
52.219-6	Notice of Total Small Business Set-aside (NOV 2011)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-60	Paycheck Transparency (Executive Order 13673) (OCT 2016)
52.222-62	Paid Sick Leave (Executive Order 13706) (JAN 2017)
52.223-5 (Alt 1)	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-10	Waste Reduction Program (MAY 2011)
52.224-3	Privacy Training (JAN 2017)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
252.203-7003	Agency Office of the Inspector General (DEC 2012)
252.203-7004	Display of Hotline Posters (OCT 2016)
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Material (SEP 2014)
252.244-7001	Contractor Purchasing System Administration (MAY 2014)

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

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the Task Order. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of Clause)

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

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

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

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF

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EFFORT – ALTERNATE 1", (NAVSEA 5252.216-9122), if the total man hours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of man hours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of Clause)

#### **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://farsite.hill.af.mil/>

<http://www.acquisition.gov/far/>

(End of Clause)

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

(a) Definitions. As used in this clause—

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

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- (2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
- (4) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (5) "Covered Government support Contractor" means a Contractor (other than a litigation support Contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the Contractor —
- (i) Is not affiliated with the prime Contractor or a first-tier Subcontractor on the program or effort, or with any direct competitor of such prime Contractor or any such first-tier Subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
  - (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (6) “Detailed manufacturing or process data” means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.
- (7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.
- (8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
- (i) Private expense determinations should be made at the lowest practicable level.
  - (ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining 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,

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and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

(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):

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(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

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

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

(3) Limited rights.

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

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

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

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

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

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the

Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

Technical Data			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

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

\*\*Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at



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private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

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

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

Date  
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 with government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No. N6426719F3002  
Contractor Name: Science & Management Resources, Inc. dba SMR  
Contractor Address: 2801 E Olive Road Pensacola FL 32514-6233

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

(End of legend)

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

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## LIMITED RIGHTS

Contract No. N6426719F3002

Contractor Name: Science & Management Resources, Inc. dba SMR

Contractor Address: 2801 E Olive Road Pensacola FL 32514-6233

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

(4) Special license rights markings.

(End of legend)

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

## SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its Subcontractors or 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

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Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

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

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

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when— (i) The Government has acquired, by any means, the same or greater rights in the data; or

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

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

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

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

(k) Applicability to Subcontractors or suppliers.

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

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

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

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

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

(End of Clause)

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## SECTION J LIST OF ATTACHMENTS

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

Attachment 1	General Requirements
Attachment 2	Level of Effort (LOE)
Attachment 3	Government Furnished Equipment (GFE)
Exhibit A	Contract Data Requirements Lists (CDRLs) and Data Item Descriptions (DIDs) for CDRLS
Exhibit B	Applicable Directives
Exhibit C	Naval Air Metrology and Calibration Program Operations Process Manual

(End of Text)